



Employee Handbook

"ANY GREAT CULTURE CANNOT CHANGE OR BE SUSTAINABLE WITHOUT COMMITMENT FROM EVERY ONE OF YOU INDIVIDUALLY.

Think of the power behind every one of us rowing in the same direction. Turn the skepticism into individual challenge if we all together and individually do our part we will differentiate ourselves in the marketplace. We will be among the best of the best companies, and we will do this one interaction at a time, every day from the inside out."

David Sterling, CEO

Our SterlingRisk Values Blueprint

INTEGRITY

*Always doing the right things;
moral empowerment*

- Holds oneself and others accountable for behaviors, actions & results.
- Never compromises our values for short term results or personal gain.
- Puts the company's interests ahead of individual agendas.
- Respects all people equally without regard to title or tenure.
- Communicates and acts in an honest, ethical, transparent and constructive manner.
- Honors commitments and gives credit where credit is due.



INNOVATION

*Challenge the status quo by leading
with new, bold and creative
strategies & solutions*

- Demonstrates extraordinary thinking to anticipate and remove roadblocks.
- Champions new ways to create a fun environment.
- Relentlessly pushes boundaries to create incredible experiences.
- Invites candid discussions on progressive ideas.
- Continuously drives efficiencies by developing alternative processes.
- Advocates strategic risk taking.

COLLABORATION

*Embraces the diversity of thoughts and
viewpoints from our colleagues and
clients to succeed*

- Encourages all voices to be heard and considered.
- Fosters and promotes teamwork.
- Welcomes contributions from all resources to develop the best strategies.
- Consistently supports and encourages colleagues.

CARE & RESPECT

*A passion for supporting our colleagues,
partners, clients and community*

- Respects others space and time by meeting commitments and being responsive to others' needs.
- Creates a fun environment, celebrating personal & professional accomplishments and milestones.
- Supports each other through respectful, courteous & honest communication.
- Proactively owns and resolves issues.
- Takes time to listen & process before taking action (no rush to judgment).

EXCELLENCE

*Performance that redefines the standards
and exceeds expectations*

- Inspires and mentors others to stretch beyond what they thought was possible.
- Develops and executes pro-active solutions that add value.
- Works with a sense of urgency, accuracy & efficiency.
- Acts in a professional manner (dress, communication, conduct).
- Demonstrates knowledge, technical expertise and competence that results in trusted advisor status.

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Introductory Statement

Whether you have just joined our staff or have been with the organization for a number of years, this handbook is designed to acquaint you with SterlingRisk (the “Company”) and provide you with information and guidance about working conditions, employee benefits, and some of the policies affecting your employment. Our employees are our most valuable assets, and we provide a work environment that is conducive to both personal and professional growth.

While this handbook is intended to provide you with an overview of the Company’s policies and procedures, it is not intended to be comprehensive or to address all possible applications of these policies and procedures. If you have any questions about anything that is set forth in this Handbook, you should contact the Human Resources Department. Moreover, as the Company continues to grow, it may need to add to, modify or delete portions of this handbook and reserves the absolute discretion to do so.

Employment at Will

Employment with the Company is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, the Company may terminate the employment relationship at will at any time, with or without notice or cause, as long as there is not violation of applicable law. Neither this handbook nor any other Company document confers any contractual right, either expressly or implied to continued employment. Your employment is not for any specific time and no supervisor or other Company representative, except the Chief Executive Officer, has the authority to enter into any agreement for employment for any specified time period, or to make any written agreement contrary to the at-will employment policy stated above.

Since the policies set forth in this Handbook do not constitute a contract between the Company and any employee, the Company reserves the right to change or eliminate these policies at any time, for any reason.

Equal Employment Opportunity

The Company adheres to a policy of equal opportunity employment. Employees and applicants for employment or interns, as well as contractors, subcontractors, vendors, consultants, other individuals providing services in the workplace and their employees will not be discriminated against on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles), color, creed, religion (including attire, clothing or facial hair worn in accordance with religious requirements), sex (including pregnancy, childbirth, related medical conditions, pregnancy outcomes or lactation needs and transgender status), gender identity (actual or perceived) or expression, familial status, national origin or ethnicity/ancestry, citizenship or immigration status, physical or mental disability (including gender dysphoria), genetic information (including predisposing genetic characteristics), age, veteran status, military status, sexual orientation, marital status, certain arrest or conviction records and status as a victim of domestic violence, victims of stalking, height and weight, or any other legally protected status, in any employment decisions, including, but not limited to, recruitment, hiring, compensation, training, apprenticeship, promotion, demotion, transfer, layoff, termination, or in any other term or condition of employment. The Company will not tolerate discrimination or harassment based upon

an individual's membership in one or more of these protected categories, known relationship or association with a member of one or more of these protected categories, or any other characteristic protected by applicable federal, state, or local law.

All employment-related decisions are based solely on relevant criteria, including training, experience, education, qualifications, abilities, and suitability.

The Company is committed to administering all employment-related matters in accordance with our policy of equal opportunity. It is expected that each employee will abide by the policies set forth in this Handbook.

Discrimination on the Basis of Gender, Gender Identity or Transgender Status, New York City

The Company prohibits discrimination against and/or harassment of applicants, employees, and interns on the basis of their actual or perceived gender or actual or perceived status as an individual who is transgender, gender non-conforming or intersex. For purposes of this policy, applicable to employees working in New York City, gender includes gender identity, self-image, appearance, behavior, or expression. Harassment includes, but is not limited to, violence, threats of violence and similar conduct.

The Company evaluates all requests for reasonable accommodations, including requests for medical leaves or schedule changes, changes to the terms and conditions of employment, program participation or use of a public accommodation in a non-discriminatory manner. This includes, but is not limited to, treating leave requests for medical or health care needs related to an individual's gender identity in the same manner as requests related to other medical conditions.

Employees who engage with the public as part of their job duties are required to do so in a respectful, non-discriminatory manner by respecting gender diversity and ensuring that members of the public are not subject to discrimination (including discrimination with respect to single-gender programs and facilities).

Preferred Names, Titles, and Pronouns

The Company allows employees to self-identify their names and genders and will use an individual's preferred name, gendered title (e.g., Mr./Ms.) and pronoun (e.g., he/him/his; she/her/hers; they/them/theirs; or ze/hir). Requests to be addressed by a certain name and/or pronoun do not require supporting documentation.

If an employee is unsure what name, title, or pronoun another individual prefers, that employee can ask the person how the person would like to be addressed.

Facilities Designated as Single-Gender, New York City Location

All employees have the right to use single-gender facilities, such as restrooms, consistent with their gender. To the extent possible, the Company will provide single-occupancy restrooms and/or private space within multi-user facilities for individuals with privacy concerns but will not require use of a single-occupancy bathroom because an individual is transgender or gender non-conforming.

Dress Code

The Company's dress code and grooming standards are gender neutral, meaning they do not differentiate or impose restrictions or requirements based on gender or sex.

Reporting and Anti-Retaliation

Employees with questions or concerns regarding their safety, gender discrimination and/or a request for a reasonable accommodation, or who feel they have been subjected to discrimination or improperly denied an accommodation, should contact their Department Manager or the Chief Human Resources Officer. The Company prohibits and does not tolerate retaliation against employees who report issues or concerns of gender discrimination pursuant to this policy in good faith.

Genetic Information Nondiscrimination Act of 2008 (GINA)

GINA prohibits covered employers from requesting or requiring genetic information of an individual or an individual's family member, except as specifically allowed by this law. To comply with GINA, the Company asks that employees not provide any genetic information when responding to a request for medical information for purposes of leaves of absence or otherwise. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. If you have any questions about the information to be provided, please contact the Chief Human Resources Officer.

Anti-Sexual Harassment and Anti-Discrimination Policy

Purpose and Goals

SterlingRisk is committed to providing and maintaining a work environment free from all forms of harassment and discrimination, including sexual harassment. Below is information on recognizing and reporting harassment and discrimination, as well as information regarding legal rights. This policy sets forth information, guidance, and requirements specific to the State of New York. For those employees located in the states where supplemental handbooks apply, please refer to the Company's intranet, STRIVE, for the state-specific policy. Employees located in any other state are referred to the federal/national policy which can be found on the Company's intranet, STRIVE.

Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, and SterlingRisk recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and

investigating discrimination based on other protected identities are the same. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of SterlingRisk's commitment to a discrimination-free work environment.

Sexual Harassment and Discrimination Prevention Policy

SterlingRisk's policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with SterlingRisk. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of the company.

Sexual harassment is unacceptable. In New York, harassment does not need to be severe or pervasive to be illegal. Just as harassment can happen in different degrees, potential disciplinary action for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling, appropriate disciplinary action, up to and including termination of employment.

1. Retaliation is prohibited. Any employee or covered individual who reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of SterlingRisk who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination of employment. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or Human Resources. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies.

2. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject SterlingRisk to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.

3. SterlingRisk will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it

otherwise knows of possible discrimination or sexual harassment occurring. SterlingRisk will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, SterlingRisk will act as appropriate. In addition to any required disciplinary action, up to and including termination of employment SterlingRisk will also take steps to ensure a safe work environment for the employee(s) who experienced the

discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.

4. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees can use a complaint form to report harassment and file complaints and individuals can make complaint verbally, or by email to Human Resources. An employee or covered individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of, to Human Resources. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of SterlingRisk's policy. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual

harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment.
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a hostile work environment include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called quid pro quo harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior to Human Resources so that any violation of this policy can be corrected promptly.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy;
- Unwanted sexual comments, advances, or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.

- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
 - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's remote workspace during a virtual meeting.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities:
 - Dress codes that place more emphasis on women's attire;
 - Leaving parents/caregivers out of meetings.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. Harassers can be anyone in the workplace.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

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

Sexual harassment can occur when employees are working remotely as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is working remotely when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

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

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

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

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
 - Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
 - Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
 - Reported that another employee has been sexually harassed or discriminated against; or
 - Encouraged a fellow employee to report harassment.
- Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, and leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager, or Human Resources. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, Human Resources or complete an employee complaint form reporting discrimination and harassment located on STRIVE.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy and is available from Human Resources. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Supervisory Responsibilities

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to Human Resources. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be subject to disciplinary action if they engage in sexually harassing or discriminatory behavior themselves, for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it or engaging in retaliation. Supervisors and managers can also be disciplined for allowing sexual harassment to continue after they know about it.

Although supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help. This is not an all-exhaustive list.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
 2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
 3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
 4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
 5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate.
- When confronting harassment, physically assaulting an individual is never an appropriate response.

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal, electronic or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent

possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment.

SterlingRisk recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, Human Resources:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions, as appropriate;
2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation.
3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo, or email), which contains the following:
 - a. A list of all documents reviewed, along with a detailed summary of relevant documents;
 - b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;
6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

New York State Division of Human Rights

The New York State Human Rights Law (HRL) applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to SterlingRisk does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment. The Employee Complaint Form for Reporting Discrimination and Harassment is posted on STRIVE.

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

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

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

Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, an individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement, or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections NYC only

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

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Conclusion

The policy outlined above is aimed at providing employees at SterlingRisk and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

Americans with Disabilities Act Policy Statement

The Company is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendment Act of 2008 (ADAAA). It is the policy of the Company to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the policy of not to discriminate against qualified individuals with disabilities in regard to application procedures hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. The Company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Company. Contact the Chief Human Resources Officer with any questions or requests for accommodation.

Reasonable Accommodations

We are required under the law to consider requests to reasonably accommodate employees for reasons of disability, religious observances or beliefs, status as a victim of domestic violence or pregnancy unless doing so results in an undue hardship to the Company. This policy applies to all

aspects of employment, including job selection, job assignment, compensation, discipline, termination, and access to benefits and training. Employees seeking reasonable accommodations should discuss the request with the Chief Human Resources Officer.

In New York City, any employee with a physical, mental, or psychological impairment or a history or record of such impairment, and who requests, or when the Company becomes aware of the possible need for an accommodation will have an opportunity to have a written and/or oral dialogue regarding their accommodation needs. The Company will engage in this cooperative dialogue within a reasonable time after an employee requests an accommodation or the Company becomes aware of the possible need for such an accommodation. At the conclusion of the dialogue, the Company will provide the participating employee with a written final determination identifying any accommodation granted or denied. The Company will not retaliate against or tolerate retaliation against employees who request accommodations in accordance with Company policy. Employees who wish to request an accommodation should contact their Department Manager or the Chief Human Resources Officer. The dialogue shall include potential accommodations and/or alternatives and may include an explanation of any difficulty any proposed accommodations would cause the Company. Reasonable Accommodations are available for:

- Victims of domestic violence, sex offenses or stalking;
- Pregnancy, childbirth, or a related medical condition;
- Religious needs; and
- Disabilities.

Employees will receive a written final determination regarding the granting or denial of the accommodation.

Pregnancy Accommodation

Employees and applicants for employment may request a reasonable accommodation for pregnancy-related conditions, including, but not limited to, lactation. For purposes of this policy, a "pregnancy-related condition" is a medical condition related to pregnancy or childbirth that inhibits the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques but does not prevent the employee from performing job functions in a reasonable manner, with or without a reasonable accommodation. Reasonable accommodations may include but are not limited to: providing an accessible worksite; acquiring or modifying equipment; job restructuring and modifying work schedules.

The Company will provide a reasonable accommodation that would enable the employee or applicant to perform their job functions in a reasonable manner unless the accommodation would impose an undue hardship on the Company's business operations.

Employees may be required to provide medical or other information that is necessary to verify the existence of the pregnancy-related condition or that is necessary for the Company's consideration of a reasonable accommodation. Such medical information will be kept confidential.

Employees or applicants for employment who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Department Manager or the Chief Human Resources Officer. Employees who need reasonable break time to express

breast milk for their child should consult the Company's Lactation Accommodation policy and can discuss those arrangements with their Department Manager or the Chief Human Resources Officer.

Pregnancy Accommodations under the New York City Human Rights Law (NYCHRL)

In accordance with the NYCHRL, the Company will provide reasonable accommodations to employees affected by pregnancy, childbirth, or related medical conditions, which may include leave. A reasonable accommodation may consist of a change in the work environment or in the way things are customarily carried out to allow the employee equal employment opportunities, including the ability to perform the position's essential function and to have the benefits and privileges of employment equal to those available to other employees.

Reproductive Health Decisions

The Company will not discriminate or retaliate against an employee because of the employee, or a dependent of the employee's, reproductive health decision-making, including the use of particular drugs, devices, or medical services. The Company also will not, without prior informed written consent, access personal information regarding the reproductive health decision-making of employees or their dependents and will not require an employee to sign any document or waiver denying that employee the right to make their own reproductive health decisions.

Employees subjected to unlawful discrimination or retaliation on the basis of reproductive health decision-making can bring an action in court and may be entitled to certain remedies, including monetary and injunctive relief.

Employees who feel they have been subjected to discrimination or retaliation on the basis of their reproductive health decision-making, or that of a dependent, or to any other violation of this policy, should contact their Department Manager or the Chief Human Resources Officer.

Domestic Violence Victim Leave

The Company will reasonably accommodate employees who are the victim of domestic violence and who need a reasonable amount of time off for the following reasons, unless providing such accommodation would result in an undue hardship:

- Seek medical attention for injuries caused by domestic violence, including for a child who is a victim of domestic violence;
- Obtain services from a domestic violence shelter, program, or rape crises center;
- Obtain psychological counseling related to domestic violence incidents, including for a child who is a victim of domestic violence;
- Participate in safety planning or other actions to increase safety from future incidents of domestic violence; or
- Obtain legal services, assist in the prosecution of an offense, or appear in court in relation to an incident of domestic violence.

Employees must give the Company reasonable advance notice of their intention to take leave for this purpose unless such advance notice is not feasible. An employee who cannot give reasonable advance notice must provide certification supporting the need for leave within a reasonable time after the absence. Acceptable forms of certification include:

- A police report indicating the employee or the employee's child is a victim of domestic violence;
- A court order protecting or separating the employee or their child from the perpetrator of domestic violence;
- Other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee or their child was undergoing counseling or treatment for physical or mental injuries or abuse resulting from an act of domestic violence.

When taking leave under this policy, an employee may use any available paid leave, including sick leave or PTO. Otherwise, leave will be unpaid. During the leave, the Company will maintain any health insurance coverage being provided in the same manner as if the employee had not taken leave.

Except as otherwise required by law, the Company will maintain the confidentiality of any information regarding an employee's status as a victim of domestic violence.

The Company will not discriminate or retaliate against an employee because the employee is a victim of domestic violence or requests leave in accordance with this policy.

Accommodations for Victims of Domestic Violence, Sex Offenses or Stalking **(New York City)**

The Company will provide reasonable accommodations to employees working in New York City who are victims of domestic violence, sex offenses or stalking, unless providing the accommodation would cause an undue hardship on the Company's business operations.

The Company may request that an employee provide proof that they are a victim of domestic violence, sex offenses or stalking such as documentation from a victim's services agency, lawyer, clergy, medical provider, court, or the police.

Human Resources will communicate with the employee and engage in good faith in a cooperative dialogue (written and/or oral) concerning the employee's accommodation needs. At the conclusion of this dialogue, the Company will provide an employee who requested an accommodation and participated in the dialogue with a final written determination identifying any accommodation granted or denied.

Employees or applicants for employment who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Department Manager or the Chief Human Resources Officer.

The Company will not refuse to hire, terminate, or discriminate against any employee because the employee is, or is perceived to be, a victim of domestic violence, sex offenses or stalking and will not retaliate against any employee who requests an accommodation in accordance with this policy.

Workplace Violence Prevention

The Company is committed to preventing workplace violence and to maintaining a safe work environment. The following guidelines have been created to deal with intimidation, harassment, or other threats of (or actual) violence, or threats to (or actual) damage of property that may occur during business hours or on our premises.

Everyone who works here should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on our premises and while working at client locations at all times unless being used appropriately for work related purposes.

Any threats should be reported as soon as possible to a supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat, the employee should be as specific and as detailed as possible.

All suspicious individuals or activities, commotions, or disturbances in the workplace, must be reported immediately to the Chief Human Resources Officer.

The Company will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of our investigation, we may suspend employees during an investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment. If appropriate the local authorities will be notified.

The Company encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or other member of management before the situation escalates into violence. The Company is eager to assist in the resolution of employee disputes and will not retaliate against employees for raising such concerns.

Disaster Relief Volunteer Leave

The Company supports employees who provide disaster relief volunteer work.

The Company provides employees with unpaid leave for volunteer firefighters or members of a volunteer ambulance service during a state of emergency if the employees are eligible for such leave under this policy and there is no undue hardship on the Company. For the purposes of this policy, “undue hardship” is defined as an accommodation requiring significant expense or difficulty that would include a significant interference with the safe or efficient operation of the Company’s workplace.

Employees are only eligible for leave under this policy if they give notice of their role as a volunteer firefighter or member of a volunteer ambulance service to the Chief Human Resources

Officer before the state of emergency and if the employee's duties as a volunteer are related to the declared emergency.

The employee who is a volunteer firefighter or member of a volunteer ambulance service and who is going to be absent or late for work must make a reasonable effort to notify the Chief Human Resources Officer of the absence or lateness. The Company requires that the employee provide the Chief Human Resources Officer with a written statement from the supervisor of the volunteer fire department or volunteer ambulance service stating the following: (i) that the employee serves that entity, (ii) that the employee was responding to a state of emergency, and (iii) provides the date and time of the emergency.

The duration of the leave is dependent upon the time the employee needs to provide volunteer duties during the state of emergency. Employees may use any PTO for this purpose but will not be required to do so. Exempt employees will be paid their full salary for any week in which work is performed.

Policy on Alcohol and/or Drugs

The Company is committed to maintaining a working environment free of alcohol and drugs. Compliance with this policy is mandatory and a condition of employment.

Consistent with this commitment, the Company expects employees not to be under the influence of alcohol, marijuana, and/or drugs when engaged in any work-related services or activities ("Company Business"). Working under the influence of alcohol, marijuana, illegal drugs or illegally obtained controlled substances is against Company policy as is the possession, distribution, sale, transfer, or use of alcohol, marijuana, illegal drugs or illegally obtained controlled substances in the workplace, while on duty, or while traveling on Company time. The Company may take corrective action, up to and including termination of employment, against any employee who violates this policy.

Employees are encouraged to report anyone who uses or appears to be under the influence of alcohol, marijuana, or drugs while engaging in Company Business. Employees will not be retaliated against for reporting any violation of this policy or any other policy of the Company.

Notwithstanding the above, there may be occasions when employees attend social events where Company employees and/or clients/customers of the Company are present, and alcohol may be served. Employees that choose to consume alcohol are expected to do so in moderation, so as not to impair their ability to drive, conduct Company Business, or otherwise represent the Company in a positive manner.

The Company encourages any employee with a drug or alcohol problem to voluntarily seek treatment or refer to the Company's intranet, STRIVE, to access information regarding our Employee Assistance Program (EAP). The EAP is a referral service for employees who are seeking treatment.

Communicable Diseases Policy

This policy applies to all SterlingRisk employees and is intended to provide guidance in preventing

the spread of a communicable disease in the work environment. A communicable disease is a disease that can be transmitted from one individual to another via: (1) direct physical contact, (2) the air (cough, sneeze, or inhaled particle), (3) through a transmission vehicle (either ingested or injected), or (4) through a vector (animals or insects). Examples of some of the most common communicable diseases include but are not limited to, measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV infection), AIDS, AIDS-Related Complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS), COVID-19 a coronavirus caused by SARS-CoV-2, and tuberculosis.

Each employee has a responsibility to prevent the spread of communicable diseases when they are aware of or suspect that they are or could be asymptomatic of a communicable disease. Awareness is showing or feeling signs of illness, such as coughing, sneezing, runny or stuffy nose, fever, body aches, headache, chills and fatigue, or overall ill feeling or a report of a communicable disease from a healthcare provider. Awareness also includes known exposure to someone with a known or suspected communicable disease. Employees should not return to work until they are symptom-free for 24 hours without the use of fever-reducing or other symptom-altering medicines (cough suppressants, nasal spray, antibiotics etc.). Employees who report to work ill, will be sent home.

Employees must keep their managers/supervisors informed on the anticipated length of absence. Managers/supervisors should continue to check in with employees when they are ill to see how they are feeling. An employee who is unable to work from home must utilize PTO and reach out to Human Resources to discuss if they are eligible for sick leave or other leave.

SterlingRisk will make decisions involving those with communicable diseases based on medical information concerning the disease in question, the risks of transmission to others, and the symptoms and any special circumstances of the individuals involved. SterlingRisk will weigh potential risks and available alternatives before making any decisions.

SterlingRisk will not discriminate against any job applicant or employee based on the individual having a communicable disease. Applicants and employees shall not be denied access to the workplace solely on the grounds that they have a communicable disease. SterlingRisk reserves the right to exclude a person with a communicable disease from the workplace facilities, programs, and functions if the organization finds that, based on a medical determination, such restriction is necessary for the welfare of the person who has the communicable disease and/or the welfare of others within the workplace.

To protect employees against exposure and disease during an airborne infectious disease outbreak, the Company provides its Airborne Infectious Disease Exposure Prevention Plan pursuant to the New York State HERO Act, which can be found on the Company's intranet, STRIVE. All employees are encouraged to review this plan.

SterlingRisk will comply with all applicable statutes and regulations that protect the privacy of individuals with communicable diseases.

Abuse of this policy will result in disciplinary action up to and including termination. SterlingRisk reserves the right to revise this policy without notice during changing pandemic conditions.

Employment Status & Records

Employment Categories

EXEMPT employees are not entitled to overtime pay under federal and state wage and hour laws.

NON-EXEMPT employees are entitled to overtime pay under federal and state wage and hour laws.

FULL-TIME employees are people who are not Temporary employees and who are regularly scheduled to work the Company's full-time work schedule.

PART-TIME employees are those who are not Temporary employees and who are regularly scheduled to work less than the Company's full-time work schedule.

TEMPORARY employees are those who are hired directly by the Company (as opposed to "Tems" hired through an agency) as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Other temporary work opportunities may also include internships. These employment assignments are for a limited period of time. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. All legally mandated benefits (such as Social Security and workers' compensation insurance) are provided to temporary employees. Some other Company-sponsored benefits may also be available, subject to the terms, conditions, and limitations of each benefit program.

Introductory Period

All new and rehired employees are subject to a 90-day "Introductory Period." This starts with the first day of employment. The Introductory Period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Company uses this period to evaluate employee's capabilities, work habits, attendance, and overall performance. The Company will conduct a 30/60/90-day review with the employee. The employee or the Company may end the employment relationship at will at any time during or after the Introductory Period, with or without cause or advance notice.

Any significant absence will automatically extend an Introductory Period by the length of the absence. If the Company, in its sole discretion, determines that the designated Introductory Period does not allow sufficient time to thoroughly evaluate the employee's performance, the Company may extend the period at its sole discretion.

Completion of the Introductory Period does not alter the employee's at-will employment status or give any additional rights to any employee.

Employment Reference Checks

All requests for references from other organizations regarding former Company employees must be handled directly by the Human Resources Department. The Human Resources Department will

provide a neutral reference only consisting of dates of employment and position(s) held.

If you receive a reference request for a former co-worker, former direct report or for any other former Company employee, you are required to forward the request to Human Resources, and not to provide any information to anyone outside the Company. Violation of this policy may result in corrective action.

Immigration Reform & Control Act

The Company complies with the Immigration Reform and Control Act of 1986, which requires us to attest to the U.S. Government that all persons we hire are not unauthorized aliens and are legally entitled to work in the United States. In order to comply with this law, we must verify your identity and your right to work in the United States.

Personnel Information Changes

It is the responsibility of each employee to promptly notify the Company of any changes in mailing addresses, telephone numbers, number and names of dependents, emergency names and numbers, etc. For these changes, each employee is required to log into the ADP payroll portal and update accordingly.

Job Postings

Company employees can apply for open jobs and be considered along with non-employee applicants. The Company will generally notify its employees of job openings, although the Company reserves its right not to do so. Job openings may be announced by Company Department Managers in meetings with employees or posted on the Company's intranet STRIVE.

Employees who have a written warning on file from within the previous (12) months, or who are currently on suspension or placed on a performance development plan are not eligible to apply for open jobs.

To apply for an open job, employees are to submit a request to the Human Resources Department listing job-related skills and accomplishments and include a resume. The request is to include a description of how their present job with the Company and prior work experience qualifies them for the job.

The Company may also choose to advertise a job opening in the Company's intranet STRIVE, on the Internet or with recruiting agencies or other recruiting sources.

Decisions will be based on job-related knowledge, skills, and abilities, as well as on past performance in other jobs at the Company or at another employer.

Job Referral Bonus

The Company has a job referral bonus program to reward employees who find candidates from outside the Company who are hired to fill open job positions. All employees in Full-Time Equivalent (FTE) positions are eligible to receive a referral bonus with the exception of the following:

- Employees whose regular, recurring, jobs include the recruitment of employees.

- Department Managers/supervisors, producers or other persons associated with the selection of candidates.
- Family members of the Management Team.

For new hires that were referred to the Company by a current employee, the Company will pay the referring employee as follows:

- A \$2,000.00 bonus once the new hire has completed six (6) months of employment;
- and
- A second \$2,000.00 bonus once the new hire has completed an additional six (6) months of employment.

No job referral bonus will be paid if the new hire is employed for less than 6 months. Any earned job referral bonus will be paid at the payroll date following the first 6 months and after the second 6-month point of hire.

Performance and Conduct

Performance Reviews

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal day-to-day basis as well as utilize the SterlingRisk Performance System. The Company will conduct one annual formal Performance Appraisal on a common review date. At that time, you will receive your written annual performance review. The purpose of this review is as follows:

- To provide the supervisor and employee an opportunity to review goals and overall work performance;
- To discuss areas needing improvement;
- To develop a strategy to strengthen performance and achieve identified annual goals.

Compensation may be reviewed at this time. Please note that salary increases are not automatic or guaranteed and are granted (if at all) at the Company's discretion. Factors considered include Company profitability, department profitability, individual performance, and the compensation scale for your job category.

Licensing Requirement Policy

The employment of any staff employee whose duties require a license or certification from the state or federal government or any regulatory agency must provide verifiable proof prior to hire that such requirements have been met. It is the employee's responsibility to ensure timely renewal of their required license or certification, and that they remain in good standing. Employee agrees that any licensing/certification requirements will be maintained for the duration of their employment, and employee shall report to their Department Manager should their license/certification fail to be maintained, renewed, or not in good standing. Failure to report such occurrences may result in termination of employment. The Company will reimburse employees for resident-state licensing including application and renewal fees unless as otherwise approved by General Counsel in writing.

Employees **who are in the process of obtaining their license** and have not successfully passed the first test scheduled, will obtain approval to schedule and take a second test within 30 days of taking the initial test. Employees who have not successfully passed after the second scheduled test, will obtain approval and be given an additional 30 days to schedule and take the test for a third

time. Should an employee not fail pass the third scheduled test, termination of employment may result. Employees who successfully obtain their required license or certification shall agree that any licensing/certification requirements will be maintained for the duration of their employment. Failure to do so may result in termination of employment.

If there is a position available within the Company (internally posted on the Company Intranet) for which the employee may meet the qualifications (and are not overqualified), then the employee may apply to an internal posting for a non-licensed position. Formal interviewing process will be applicable.

Attendance and Punctuality

The Company relies on the consistent attendance of its staff so that clients may be properly served. Regular attendance is considered an essential function of your job.

The Company's core business hours are 9:00AM to 5:00PM. All employees are expected to be at their desk or workstation at 9:00AM (or at their scheduled starting time if different) and to begin work on time. You are also expected to return from lunch on time (one hour from departure) and to be at your desk ready to resume work.

Employees must be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness are disruptive and can place a burden on other employees. Therefore, if you will be absent or late, it is your responsibility to notify your Department Manager before the scheduled starting time or at least between 8:00AM and 8:45AM. Notice must be provided by telephone. Notice by text or email is not considered acceptable notice.

Disciplinary action, up to and including termination of employment, may result from excessive absenteeism or lateness. The frequency and number of absences will be considered. In general, five (5) unapproved absences in a 90-day period will be considered excessive, and the reasons for the absences may come under question. Tardiness or leaving early is as detrimental to the Company as an absence. Three (3) unplanned incidents, without prior approval, in a 90-day period will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered.

In the event of an absence for three (3) or more consecutive days due to injury or illness, the employee will be required to provide a physicians' authorization at least two (2) days prior to return to work. Employees will not be required to reveal the nature of any underlying medical condition.

In considering whether absences and/or tardiness are excessive, the Company shall comply with all applicable state and federal laws. The Company will not subject employees to disciplinary action or retaliation for an absence or for tardiness that is legally protected. An employee who believes that their absence or lateness to work is legally protected should notify their department manager of this fact at the time of the absence or tardiness. If an employee believes they have been mistakenly subject to disciplinary action for an absence or for tardiness that the employee believes is legally protected, the employee should promptly discuss the matter with their Department Manager or the Chief Human Resources Officer.

Absent extraordinary circumstances or a legally protected reason, if employees fail to report for

work without any notification to their Department Manager and their absence continues for a period of three (3) days, the Company will consider the employee to have abandoned and voluntarily terminated their employment.

Business Ethics and Conduct

The Company has built its success and reputation upon principles of fair dealing and ethical conduct of its employees. Our reputation for integrity and excellence requires continued observance of legal and regulatory requirements, as well as strict maintenance of the highest standards of personal integrity and conduct in the workplace. We depend on our clients' trust, and we stress the responsibility of all employees in maintaining ethical business practices.

In most circumstances, your use of good judgment will guide you in deciding what conduct is acceptable and consistent with the Company's standards. If an ambiguous situation arises where the proper course of action is unclear, we urge you to discuss the situation with your immediate supervisor, General Counsel, or with the Chief Human Resources Officer.

All employees are expected to maintain ethical business standards and compliance with legal and regulatory requirements.

Malicious gossip or false accusations which tend to destroy friendly relations between the Company and its employees, between employees and customers or vendors, or in any way hinder production, disrupt, or prevent any employee from performing his/her job is considered unacceptable behavior and may result in corrective action, up to and including termination of employment.

Failure to maintain these standards, or failure to report knowledge of someone else's violation of these standards, may result in corrective action, up to and including termination of employment.

Conflicts of Interest

Employees must avoid conflicts of interest and the appearance of a conflict of interest. An actual or potential conflict of interest happens when an employee is in a position to make or influence a business decision that may result in a personal gain for that employee or for a friend or relative.

Bribes, kickbacks, gifts, unusual price breaks or other special treatment that would benefit either the employee or an outside person or business firm, including clients, are prohibited. This includes monetary or substantial non-cash gifts, including the impermissible sharing of commissions with Company employees or outside parties for services performed in the course of doing their jobs. Rebating is specifically prohibited under New York Insurance Law.

The Company does not presume that an employee is guilty of a conflict of interest just because they have a relationship with an outside firm. But if an employee has any influence on decisions involving purchases, contracts, or leases, they must immediately notify General Counsel and discuss any actual or potential conflict of interest. If you have a question about a potential conflict of interest, please speak to the General Counsel for clarification.

In addition, the Company does not permit its employees to own a financial interest in a competitive

firm while employed by the Company.

This policy in no way prohibits employee affiliations, activities or communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Misrepresentation

Employees should consider how they represent the Company in their transactions and interactions, both inside and outside the Company. Employees should not misrepresent Company policies, practices, procedures, or prices, or misrepresent their status and authority to enter into agreements.

Confidential Information

Employees may not give or disclose confidential information to persons or businesses outside of the Company or to other Company employees who are not authorized to have such information. Such confidential information includes, but is not limited to, the following examples:

- Payroll information
- Client lists
- Client policy information
- Client payment records or files
- Financial information
- Business plans

All employees are required to sign a Confidentiality Agreement (non-disclosure agreement) as a condition of employment or of continuing employment. Employees who improperly use or disclose confidential business information will be subject to corrective action, up to and including termination of employment and legal action, even if they do not actually benefit from disclosing the information.

Speaking to the Media

In order to maintain an effective public relations image, the Company requires that any inquiries from media (newspapers, television, radio, etc.) be referred immediately to the General Counsel of the Company, unless other arrangements have been made to handle such inquiries. No employee should answer any questions from the press or other media concerning Company business, Company employees, or Company clients. Failure to follow this rule could cause significant harm to the Company's business operations and employees' rights to privacy. An employee who violates this rule will be subject to corrective action, up to and including termination of employment.

Outside Employment

Employees may hold outside jobs provided outside employment does not constitute a conflict of interest nor does it interfere with the performance standards of their job with the Company. All employees must be available to work according to the Company's scheduling needs, regardless of any outside job -- in other words, your work for the Company must come first before any outside job. Employees may not receive any income or material gain from people or businesses outside the Company for materials produced or services carried out while performing their jobs for the

Company.

The Company may modify its job requirements from time to time. If the Company determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Company, the employee may be asked to terminate the outside employment if they wish to remain with the Company.

Company employees may not use Company-owned tools, equipment, or materials (unless authorized in writing by General Counsel and Chief Technology Officer) to perform non-Company work. Unauthorized use of Company tools or materials may result in corrective action, up to and including termination of employment.

Standards of Conduct

The Company's existence depends on all employees adhering to its Core Values of Integrity, Collaboration, Care & Respect, Innovation, and Excellence. When there is no specific rule to guide you, common sense should always prevail. The following are some general expectations:

1. Employees are expected to arrive at work on time and to remain until their workday ends (taking appropriate breaks). This includes performing the work needed to serve the Company's clients on a timely basis and other work assigned or requested of them.
2. Employees are expected to treat each other, as well as clients, vendors, insurance company representatives and members of the general public, with respect, courtesy, and professionalism.
3. Employees are expected to treat Company equipment and property with care.
4. Employees are expected to comply with all laws, regulations, policies, and the Company's policies and procedures.
5. Employees are expected to conduct themselves in such a way as to protect the business interests and reputation of the Company.

While the above guidelines are not intended to be a complete list of all expectations, they demonstrate work behaviors that are important to the Company.

It is not possible to list all types of behavior that are unacceptable in the workplace. The following is a partial list of rule violations that may result in corrective action, up to and including termination of employment:

1. Sexual or other unlawful or unwelcome harassment of Company employees, suppliers, or clients.
2. Theft or unauthorized use, possession or removal of Company funds or property.
3. Theft of property belonging to the Company's employees, clients, vendors, or contractors.
4. Committing a crime during working hours or while engaged in Company business or attending business events as a Company representative.
5. Falsification of timekeeping or accounting records.
6. Falsification of insurance or other documents.
7. Use of Company-owned tools or materials for non-Company work.
8. Working under the influence of alcohol, marijuana, illegal drugs or illegally obtained controlled substances.
9. Possession, distribution, sale, transfer, or use of alcohol, marijuana, illegal drugs or illegally obtained controlled substances in the workplace, while on duty, or while traveling on Company time.

10. Fighting, or threatening or committing violent acts or verbal or physical abuse in the workplace or against Company employees, clients, or business contacts.
11. Negligence or improper conduct leading to damage of property belonging to the Company or its clients or suppliers.
12. Behavior that jeopardizes the safety of others.
13. Violation of Non-Smoking regulations.
14. Possession of dangerous or unauthorized materials, such as explosives or guns in the workplace.
15. Possession of stolen property on Company premises.
16. Failure to call in when you must be absent.
17. Unauthorized use of telephones, mail system, electronic information systems or other Company-owned equipment.
18. Violation of Company policies.

Please note this list is not all-inclusive and the Company may take disciplinary action to address other types of conduct, or performance issues or rule violation in its sole discretion. The Company reserves the right to determine which type of disciplinary action to issue an employee. This statement of prohibited conduct does not alter or limit the policy of at-will employment, where applicable. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice.

This policy in no way prohibits employee affiliations or activities that are protected under applicable local, state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act (NLRA), which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Corrective Action/Corrective Discipline

The major purpose of any corrective action short of termination is to correct the problem, prevent recurrence, and improve the employee's performance or behavior.

Corrective action may include any of the following actions, depending on the circumstances and severity of the problem:

- Performance Development Plan.
- Verbal counseling with the employee, which will be documented for the employee's file.
- Written warning, placed in the employee's file.
- Suspension, which may be used pending completion of an investigation or as a corrective action. The suspension may be paid or unpaid.
- Termination of employment.

The Company engages in progressive discipline at its sole discretion and as and how it sees fit. There is no guarantee that any progressive discipline will be engaged in prior to termination.

Financial Crime Compliance Policies

The Company is committed to conducting all aspects of its business in keeping with the highest legal and ethical standards and expects all employees and other persons acting on its behalf to uphold this commitment. In accordance with this commitment, the Company has adopted

financial-crime compliance specific policies that are distributed to all employees and are applicable to the entire organization, including, but are not limited to, the: (i) Anti-Corruption Compliance Policy; (ii) Financial Crime Compliance Manual, and (iii) any other financial-crime compliance-related policies distributed by the Company (collectively referred to in this Handbook as “Financial Crime Compliance Policies”).

In brief, the Company will not tolerate bribery, kickbacks, or corruption of any kind, directly or through third parties, whether or not explicitly prohibited by the Financial Crime Compliance Policies or by law. The Anti-Corruption Policy and the internal controls therein have been designed to prevent bribery from occurring, avoid the appearance of wrongdoing, and enable the Company to respond promptly and effectively to any inquiries about its conduct. Company employees who violate the Anti-Corruption Policy may be subject to disciplinary action, up to and including termination.

Money laundering, international sanctions, and bribery are the main subjects of Financial Crime legislation that can impact the insurance industry. The purpose of the Financial Crime Compliance Manual is to inform all staff of the required approach to ensure Financial Crime compliance and to advise our staff of the relevant policies and procedures with which they are expected to comply.

The Anti-Corruption Compliance Policy and Financial Crime Compliance Manual are both posted on STRIVE for employee review. Information contained within Financial Crime Compliance Policies may supersede information contained within this Handbook. Please refer any financial-crime compliance-related questions to the General Counsel.

Whistleblower Policy

Purpose

This policy is intended to compliment the Financial Crime Compliance Policies. Information contained within the Financial Crime Compliance Policies may supersede information contained within this Handbook. Please refer any financial crime compliance related questions to the General Counsel and/or the Chief Human Resources Officer.

This Whistleblower Policy ("Policy") (a) establishes procedures for the reporting and handling of concerns regarding action or suspected action taken by or within the Company that is or may be illegal, fraudulent or in violation of any policy of the Company, as well as any other matter that could cause serious damage to the Company's reputation (each, a "Concern"), and (b) prohibits retaliation against any current or former employees, agents, consultants, vendors or service providers, outside counsel, customers, or shareholders (a “Covered Person”) who reports a Concern in good faith.

By appropriately responding to Concerns, we can better support an environment where compliance is valued and ensure that the Company is meeting its ethical and legal obligations.

When to Raise a Concern

You have an affirmative duty to disclose to and seek guidance from a supervisor, manager, government agency, or other public body if you reasonably believe any Covered Person or other

person associated or doing business with the Company has engaged, is engaging, or may engage in any conduct (whether illegal or unethical) or has violated, or may violate a policy of Company or any law, rule, regulation, executive order, or any judicial or administrative decision, ruling, or order; or that you reasonably believe constitutes a substantial and specific danger to the public health. Such reportable activity may include, for example, financial wrongdoing or impropriety (including circumvention of internal controls or violation of the accounting policies of the Company), accounting or audit matters, fraud, harassment, or any other illegal, unethical, improper, or proscribed conduct. While Concerns may be submitted at any time, you should endeavor to report a Concern as soon as reasonably possible after becoming aware of the matter. Any questions concerning policy matters should also be directed to the General Counsel.

How to Raise a Concern

Concerns may be submitted either in writing or orally. You need only to make a good faith effort to notify the Company by bringing Concerns to the attention of those listed below. No form is required to submit a Concern, but you are encouraged to provide as much information and detail as possible so that the Concern can be thoroughly investigated. A Concern may be submitted:

- To the administrator of this Policy, Lia Krautmanis (the "Policy Administrator," who is an employee, officer, or director of the Company, as required by law), at lkrautmanis@sterlingrisk.com or 516-719-8758.
- By discussing it with a supervisor or manager, who will in turn forward the Concern to the Policy Administrator for review where appropriate; or
- Concerns may be raised anonymously; provided, however, that any individual reporting his or her own violation shall not satisfy his/her obligation hereunder with a Concern raised anonymously.

Procedures for Receiving and Reviewing Concerns

Any supervisor, manager, or other person receiving a Concern should contact the Policy Administrator, who will coordinate further action.

The Policy Administrator will assess each Concern on a preliminary basis to determine to what extent an investigation into the Concern is required and will direct all aspects of the investigation of any Concern. All investigations will be conducted in a confidential and sensitive manner, so that information will be disclosed only as needed to facilitate review of the investigation materials or otherwise as required by law. You must cooperate as necessary in connection with any such investigation. In the event a Concern involves or implicates the Policy Administrator, the Policy Administrator will promptly recuse himself or herself from the investigation and inform the Chief Executive Officer ("CEO") and Chief Operating Officer ("COO") in writing. The CEO and/or COO may investigate such Concern or appoint impartial attorneys to investigate the Concern. Employees must recognize that the Company may be unable to fully evaluate a vague or general complaint, report, or inquiry, or to report the result of any such reports to the initiating employee.

Records of Concerns and Investigation Reports

The Policy Administrator will maintain a written record of all Concerns summarizing in reasonable detail for each Concern: the nature of the Concern (including any specific allegations made and the persons involved); the date of receipt of the Concern; the current status of any investigation

into the Concern and information about such investigation (including the steps taken in the investigation, any factual findings, and the recommendations for corrective action); and any final resolution of the Concern. The Policy Administrator will distribute an update of this record to the Chair of the Board in advance of each regularly scheduled meeting.

Confidentiality

All Concerns received will be treated confidentially or anonymously, as applicable, to the extent reasonable and practicable under the circumstances.

No Retaliation Against Whistleblowers

It is the Company's policy to encourage the communication of Concerns relating to the lawful and ethical conduct of the Company's business. It is also the policy of the Company to protect those who communicate Concerns from any retaliation for such reporting. No adverse employment action may be taken, and retaliation is strictly prohibited, including, without limitation, intimidation, harassment, discrimination, coercion, or otherwise, whether express or implied, against any director, officer, employee, or volunteer of the Company who in good faith reports any Concern or assists in an investigation of, or the fashioning or implementation of any corrective action or response made in connection with, any Concern. However, it is unacceptable to knowingly file a false report. Any person who violates this prohibition against retaliation, any supervisor who permits such conduct, or anyone who knowingly files a false report will be subject to appropriate disciplinary action, which may include termination of employment or other relationship with the Company.

- Retaliation - Any officer, director, supervisor, or employee who retaliates against an individual who reports a Concern or participated in an investigation of a Concern made because of the employee's action will face discipline up to and including termination. Retaliation includes, but is not limited to, the following actions:
 - adverse employment actions or threats to take such adverse employment actions against an employee in the terms of conditions of employment including but not limited to discharge, suspension, or demotion;
 - actions or threats to take such actions that would adversely impact a former employee's current or future employment;
 - threatening to contact or contacting United States immigration authorities or otherwise reporting or threatening to report an employee's suspected citizenship or immigration status or the suspected citizenship or immigration status of an employee's family or household member.

This Whistleblower Policy is intended to compliment other financial-crime compliance specific policies that are distributed to all employees and are applicable to the entire organization. Such policies include but are not limited to the Anti-Corruption Policy and Financial Crime Compliance Manual, and any other financial-crime compliance-related policy distributed by the Company (collectively referred to in this Handbook as "Financial Crime Compliance Policies"). Information contained within Financial Crime Compliance Policies may supersede information contained within this Handbook. Please refer any financial-crime compliance-related questions to the General Counsel and/or Chief Human Resources Officer.

Use of Electronic Information Systems

Purpose of Policy

The Company must be able to secure its network and computer systems in a reasonable and economical manner against unauthorized access, use or abuse, while at the same time making them accessible to authorized users for legitimate business purposes.

This Electronic Information Systems policy is intended to compliment other I.T. specific policies that are distributed to all employees and are applicable to the entire organization. Such policies include but are not limited to the Information Security Policy, General End User I.T. Policy, Mobile Device Policy, Remote Access Policy, and any other I.T.-related policy distributed by the Company (collectively referred to in this Handbook as “I.T. Specific Policies”). Information contained within I.T. Specific Policies may supersede information contained within this Handbook. The I.T. Specific Policies are posted on STRIVE and/or BOX File shared. Please refer any I.T. related questions to the Chief Technology Officer.

Electronic Information Systems

“Electronic Information Systems” include, but are not limited to, all Company-owned or leased computer, facsimile, voice mail and telephone equipment, all associated software, firmware and hardware, all on-line services provided by the Company, all Company-provided e-mail accounts, all Internet sites maintained for or by the Company, and all logins, passwords, data, files, messages, communications, and information transmitted by, received from, entered into, or stored in these systems. Electronic Information Systems are the property of the Company, and the Company has sole control over all user access. It is the responsibility of each user to use the Electronic Information Systems in a professional manner. Each user is also expected to adhere to all security and other guidelines established by the Company.

Violations of this Policy

Violations of this policy may result in corrective action ranging from counseling and/or the revocation (temporary or permanent) of user access, to termination of employment. The users of the Electronic Information Systems are responsible for respecting and adhering to all applicable local, state, federal, and international laws relating to the access and use of Electronic Information Systems. The Company will cooperate fully with authorities to provide information related to actual or suspected activity not consistent with the law.

No Expectation of Privacy

As set forth above, the Electronic Information Systems are the property of the Company. Employees should have no expectation of privacy in connection with their use of the Electronic Information Systems, including but not limited to in any message, file, data, document, facsimile, or any other form of information accessed, transmitted to, received from, or stored on any electronic communication or information system owned, leased, used, maintained, moderated, or otherwise operated by the Company or its clients. Additionally, there should be no expectation of privacy of any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo optical systems which may be subject to monitoring at any and all times and by any lawful means. There should be no such expectation of privacy even through the use, creation or change

of any password, code, or any method of encryption or even if an employee has the capacity to delete or purge files or messages.

During the course of carrying out their responsibilities, supervisors, managers, or other authorized representatives may (and do) access the Electronic Information Systems without notice to employees.

General Provisions

A. Use of Systems Limited to Business Purposes

All Electronic Information Systems, except where specifically noted, are to be used primarily for job-related purposes. Reasonable personal use is permitted, but must not interfere with work, violate any Company policies or in any way damage the Electronic Information Systems. Excessive personal use may result in corrective action.

B. Modifying Software

Employees may not install or modify any software or download software from the Internet on the Company's computer hardware without prior authorization in writing from the Chief Technology Officer.

C. Modifying Hardware

Employees are not permitted to modify or move existing hardware or equipment or connect personal computers to the Company's computer network without prior authorization in writing from the Chief Technology Officer.

D. Remote or Off-Site Access

The restrictions and limitations established in this policy apply equally to any remote or off-site use of Electronic Information Systems.

E. Representing Company Policy

It is a violation of this policy for an employee, without proper authorization, to post a message on any Electronic Information System which may reasonably be interpreted as representing the policy of the Company.

F. Intellectual Property

Electronic Information Systems may provide access to material protected by copyright, trademark, patent, trade secrets and export law. Employees may not assume that merely because information is available on an Electronic Information System to which the Company has access, that it may be downloaded or further disseminated. It is the responsibility of each Company employee to ensure that use of any material from an Electronic Information System will not violate applicable law or intellectual property rights of any third party. If an employee is unsure as to whether the downloading or use of such material violates the rights of a third party or applicable law or Company policy, the employee should make no use of such material (including downloading it) until the employee has received appropriate approval. Likewise, no Company proprietary information, or any material protected by copyright, trademark, patent, trade secrets and export law may be placed on an Electronic Information System without the express written permission of the Company.

Electronic Mail Policy

The Company provides internal and external e-mail facilities to employees for Company business purposes. Employees should be aware that whenever they send e-mail, their name, user I.D. and location are included in each e-mail message, and that the messages can be as permanent as conventionally mailed letters and materials. Deletion of an e-mail message by an employee does not result in deletion of that message from the Electronic Information System. Therefore, all e-mail users should exercise good judgment, forethought and common sense when creating and distributing e-mail messages. Each employee will be held accountable for ensuring that his or her use of the Electronic Information System is not offensive or rude and does not violate any Company policy, including but not limited to its Anti-Sexual Harassment and Anti-Discrimination Policy.

Important Guidelines

The following are important examples of prohibited activities involving use of the Company's e-mail system. This is not intended as a complete list. Any employee engaging in these or in other inappropriate activities will be subject to corrective action, up to and including termination of employment.

- Forgery (or attempted forgery) of e-mail messages is prohibited.
- Attempts to read, copy, modify, or delete e-mail messages intended for other users is prohibited.
- Sending harassing, threatening, sexually explicit, obscene, discriminatory, inappropriate, or other objectionable messages via e-mail to anyone is prohibited.
- Sending unsolicited junk mail (whether to one or multiple recipients – i.e., “spamming”), “for-profit” messages, and chain letters is prohibited.

Internet Policy

As a user of the Electronic Information Systems, an employee may be authorized to access the Internet. The employee should be aware that every Internet site they visit is capable of determining who the employee is and who they represent. Accordingly, access to the Internet should include the use of good judgment, common sense, and discretion. Additionally, the Company may use Internet monitoring software to track all sites visited by its employees.

Security Incident Reporting and Response

All suspected information security incidents must be reported as quickly as possible to an appropriate member of the Information Security & Compliance Team. This team consists of the Chief Executive Officer, Chief Technology Officer, Chief Human Resources Officer, and General Counsel. Suspected security incidents include phishing email exploits, ransomware detections, stolen passwords, suspicious employee activity, equipment theft, or any other email, phone call or even wherein an employee provides his or her username, password, or other sensitive information to a potential malicious actor. Reporting may be made verbally, via email/phone call, or through the Help Desk ticketing system.

If necessary, once the incident has been responded to and stopped, appropriate members of the Information Security & Compliance Team will be responsible to communicate the nature of the

incident to any appropriate authorities, and/or notify clients of any sensitive information that may have been compromised. Please refer to the SterlingRisk Incident Response Plan, Incident Reporting Policy, and any other appropriate supporting policies and procedure for additional information.

Important Guidelines

The following are important examples of prohibited activities involving use of the Company's Internet access. This is not intended as a complete list. Any employee engaging in these or in other inappropriate activities may be subject to corrective action, up to and including termination of employment.

- Accessing, visiting, or displaying Internet sites containing sexually explicit, pornographic, or other material or displays that are inappropriate in a professional office environment is prohibited. Such acts violate the Anti-Sexual Harassment and Anti-Discrimination Policy.
- Because of the prevalence of viruses on the Internet, downloading of programs, data, or other material, except as expressly approved in writing by the Chief Technology Officer, is prohibited.
- Use of the Electronic Information Systems to attempt to gain unauthorized access to remote systems is prohibited.
- Falsifying user information is prohibited.

Notice of Electronic Monitoring

The Company monitors, in its sole discretion, employees' use of its electronic resources. Any and all telephone conversations or transmissions, email or transmissions, or internet access or usage by an employee using any Company-owned electronic device or Company-owned system (including, but not limited to, a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo-optical systems) may be subject to monitoring at any and all times and by any lawful means.

For additional information, please refer to the Use of Electronic Information Systems policy within this Handbook.

Payroll and Timekeeping

Each year the Company will distribute and post on the Company Intranet, STRIVE, its payroll schedule for the calendar year. The Company offers all employees direct deposit through the bank of their choice.

Pay Day

The Company pay day is every other Thursday (the "Pay Day") for exempt and non-exempt employees.

Pay Period

Exempt employees. The pay period begins Friday and ends the second Thursday. Therefore, on Thursday, an exempt employee's paycheck represents pay for the prior workweeks of continued employment up to and including the Pay Day.

Non-exempt employees. The pay period begins Sunday and ends the second Saturday. Therefore, on Thursday, a non-exempt employee's paycheck represents pay for the prior two full workweeks of continued employment through the previous Saturday.

Correction of Paycheck Errors

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

If there is an error in the amount of pay received, please report the error to the Payroll Administrator so that corrections can be made as quickly as possible. An employee's failure to report an overpayment may be seen as a dishonest act subject to discipline, up to and including discharge.

Pay Deductions

The law requires that the Company make certain deductions from every employee's paycheck. Among these are applicable federal, state, and local income taxes. The Company also must deduct Social Security taxes on each employee's earnings. The Company matches the amount of Social Security taxes paid by each employee.

When the Company offers benefits not required by law -- for example, medical insurance -- employees may voluntarily authorize deductions from their paychecks to cover their portion of the cost. If you have questions concerning deductions, please speak to the Human Resources Department.

Timekeeping for Non-Exempt Employees

Your Department Manager/supervisor will review and approve your electronic time sheet for processing. Employees must take an hour meal period if they are working more than 6 hours per day. Employees must log in and out each day through the ADP time and attendance program.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in corrective action, up to and including termination of employment.

Overtime

Since the Company is committed to serving its clients in an effective and timely manner, Company employees will sometimes have to perform work outside of the normal, day-to-day work hours.

- Employees are required to work overtime, when necessary, when work cannot be completed during regular working hours.
- Overtime work must be approved by a Department Manager/supervisor in advance of taking.
- Overtime pay is paid to all non-exempt employees for working hours in excess of (40) working hours in one workweek, in accordance with federal and state wage and hour laws.
- Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, paid holidays or any leave of absence will not be considered hours worked for purposes of calculating overtime.

- Failure or refusal to work scheduled overtime, or overtime worked without prior authorization from a Department Manager/supervisor may result in corrective action, up to and including termination of employment.

Temporary Schedule Change Policy: New York City

Every employee who works 80 or more hours per year in New York City and has been employed by the Company for 120 or more days can make up to two (2) temporary changes to their work schedule each calendar year.

‘Personal event’

Employees can make temporary changes to their work schedule for a personal event, which is defined as:

- The need to care for a child under the age of 18,
- The need to care for a ‘care recipient,’ a person with a disability who is a family or household member and relies on the employee for medical care or to meet the needs of daily living,
- The need to attend a legal proceeding or hearing for public benefits to which the employee, a family member, or the employee’s minor child or care recipient is a part, and
- Any other reason for which the employee may use leave under the New York City Paid Sick and Safe Leave Law, if applicable.

‘Temporary change’

A temporary change means an adjustment to your usual work schedule. This can include using short term unpaid leave, paid time off, working remotely or swapping or shifting working hours or location.

Employees can make temporary changes to their work schedule twice per calendar year. This can mean two separate occasions, each totaling 1 business day, or the employee may request, and the employer may permit one occasion for up to 2 business days.

The change must be to accommodate a ‘personal event.’

An employee is to provide as much advance verbal or written notice as possible to his/her supervisor, manager, or Chief Human Resources Officer. The request must include the date of the change, that the change is due to a ‘personal event’ and propose the type of temporary change requested or if the leave will be without pay. If the temporary request is made verbally, a written request must be submitted no later than the second business day after returning to work. This written request includes the date of the temporary schedule change and that the change was due to a ‘personal event.’ The company will provide a written response within 14 days.

Employees may use earned PTO for this purpose but will not be required to do so.

Employees who did not have a ‘personal event’ but represented that they did, will be subject to disciplinary action, up to and including termination of employment. Employees will not be retaliated against for taking advantage of this policy as it is intended.

Paid Time Off (PTO) and Other Leaves

We know how hard you work and recognize the importance of providing you with time for rest, relaxation, taking care of personal matters and illness. We fully encourage all employees to use

their Paid Time Off. PTO under this policy is intended to fully comply with the Company's obligations under the New York State Paid Sick and Safe Leave Law (NYSPSSL) for New York employees but may also be used for vacation and personal days.

Paid Sick and Safe Leave

The Company provides eligible employees with paid sick and safe leave in accordance with the requirements of New York's Sick and Safe Leave Law (NYSPSSL).

Eligibility

New York employees are eligible to accrue paid sick and safe leave

Eligibility Use & Accrual of PTO

All newly hired employees are eligible for PTO. During the first three (3) consecutive months of employment, 8 days (56 hours) of PTO are immediately available for purposes as set forth in the NYSPSSL. If you are an employee residing outside New York State, use of PTO will be available after three (3) consecutive months following date of hire. Employees seeking further information regarding NYSPSSL are encouraged to contact the Human Resources Department, visit <https://www.ny.gov/new-york-paid-sick-leave/new-york-paid-sick-leave>, or you may view this information on the Company's intranet, STRIVE.

During the first calendar year of employee's date of hire, employee will receive frontloaded PTO, pro rata, based on employee's date of hire to be used in accordance with the above 'eligibility and use policy' and as set forth in the NYSPSSL.

NOTE: Part-time New York employees will receive 8 days of NYSPSSL that will be frontloaded on the first day of hire. NYSPSSL will be issued each new calendar year with the amount totaling no more than 8 days per year.

Commencing January 1 of the first calendar year following the employee's date of hire, employee will receive frontloaded PTO hours based the below chart.

Years of Service	PTO Days
Date of Hire – 5 years	22 days
6 years – 15 years	25 days
16+ years	27 days
Managers	27 days

***Refer to ADP Profile under “My Time Off” for assigned Category of Employment**

Additional PTO Guidelines

Employees are expected to appropriately manage their PTO bank throughout the year.

PTO may be used only in half-day (3.5 hour) or full day (7 hour) increments.

A maximum of 5 unused PTO days may be carried over each calendar year. Any remaining unused PTO is for forfeited and not paid.

Upon termination of employment with the Company, whether voluntary or involuntary, all unused PTO will be forfeited and will not be paid out. PTO cannot be used during the 2 weeks' notice period or as an extension of the notice period.

Notice of Use and Documentation

If you are planning to take any PTO for vacation or personal time for an extended period of time of more than 5 consecutive days—not including Company recognized Holidays, you must submit a time-off request to your Department Manager at least one month prior to the day you are seeking time off. PTO maybe denied during peak operating times, where absence may cause hardship on the operation. The Department Manager will approve or decline requests based on departmental needs. Time off requests for days occurring within the month of December must be approved by employee's Department Manager no later than the first quarter of that calendar year.

Employees are eligible to use PTO as needed for sick or safe leave purposes as set forth in the NYSPSSL. If you will be out of work due to illness or an unforeseen personal matter, you, or your representative, must:

- Call and speak to your Department Manager/supervisor at least one hour prior to the start of your workday or at least between 8:00 am and 8:45 am.
- Employees must inform their Department Manager/supervisor of their ability to work their next scheduled workday and indicate any pending work issues that need to be handled in your absence.
- If the Department Manager/supervisor is not available, leave a message in the Department Manager's voicemail box to report the absence. If possible, send an email to the Department Manager/supervisor with details described above.
- The employee or representative of the employee must follow this procedure each day of their absence unless the employee is on Family and Medical Leave or other approved leave.

If you call in sick for three or more consecutive days, you may be required to provide your Department Manager/supervisor with a doctor's note on the day you return to work. The Company urges all employees who are not well to stay home. If you are coughing, sneezing, or showing other signs of illness we reserve the right to send you home or instruct you to take PTO, so as not to risk the health of your fellow co-workers and to ensure you are resting and recovering.

Although the Company encourages employees to provide advanced notice of PTO whenever possible, the Company will not retaliate against an employee in any way for exercising their rights to use sick or safe leave as set forth in the NYSPSSL.

Days absent from work in excess of an employee's allotted maximum amount of PTO as referenced above, will be unpaid. Exceeding the allotted maximum amount of PTO can constitute an attendance problem unless expressly approved by the Human Resources Department.

Holidays

The following are the Company's paid holidays for all full-time employees and the Company will be officially closed for business on these days. However, the Company reserves the right to remain open on any holiday if business demands necessitate. The Company may add additional holidays to the below list of observed holidays at the Company's sole discretion. Additionally, Floating Holidays may be provided at the Company's sole discretion. The below is not representative of all calendar year holidays. The full holiday schedule may be found on STRIVE. If provided, unused Floating Holidays do not carry over to the following calendar year and are forfeited without payment if not used. Unused Floating Holidays are not paid upon separation of employment regardless of reason for separation.

New Year's Eve	Thanksgiving Day
New Year's Day	Day after Thanksgiving
Martin Luther King Jr.	Christmas Eve
President's Day	Christmas Day
Memorial Day	
Juneteenth	
Independence Day	
Labor Day	

Bereavement Leave

In the event of a death in your immediate family, the Company provides up to (5) working days, with pay of bereavement time, to manage family affairs and to attend the funeral. "Immediate family" is defined as spouse, father, mother, step-parents, sibling, step-sibling, step-child, foster child, domestic partner, child, grandparents, step-grandparents, in-laws, step-in-laws, and grandchildren. In the event of the death of an employee's uncle, aunt, niece or nephew, the Company provides (1) working day of paid bereavement time.

Jury Duty

The Company recognizes the responsibility of each individual to perform civic duties called upon. Therefore, the Company does not request jury service postponements unless a postponement would eliminate or greatly reduce a scheduling conflict. Employees summoned to jury service must bring a copy of the summons to their supervisor when they first receive it, as well as submitting a copy to the Human Resources Department. This allows the supervisor to plan for the employee's absence or possible absence by juggling vacation plans, changing work schedules, or scheduling temporary replacements.

Immediately after completing each day of jury duty, employees should contact their supervisors and inform them that they have been released for the day. Employees who are excused or dismissed from jury duty more than two hours before their work shifts normally end must report to work unless their supervisor releases them from this obligation. Jurors who have a break in service must report to work. A failure to make a timely return from jury duty is treated as an unexcused absence.

The Company pays:

Non-exempt Employees:

Employees on jury service receive their regular rate of pay for the hours they would have been

scheduled to work according to their scheduled workdays, for their first 5 workdays of jury service. After that period, employees will be paid for hours actually worked in any day worked thereafter.

Exempt Employees:

Employees are paid on a salary basis and receive their usual pay, based on their scheduled workweek, while on jury duty. These employees are expected to show judgment and responsibility by doing what they reasonably can to maintain continuity of operations while they are jurors. This can include keeping in contact with supervisors and subordinates by telephone, taking work home, reporting to work before or after jury duty each day, and/or performing work on weekends.

Witness Duty

If you have been subpoenaed to testify as a witness in a judicial or governmental administrative hearing, you must immediately notify your Department Manager and provide a copy of the subpoena to the Human Resources Department. This is important because your Department Manager must make plans to cover the work when you are absent. If you have been subpoenaed or otherwise requested to testify as a witness by the Company, you will be paid for the entire period of witness duty. You will be given unpaid time off to appear in court as a witness when requested by someone other than the Company. You can use any available benefit days during witness duty. You are expected to report for work whenever the court schedule permits.

Voting Leave (specific to NYS)

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

The Company provides employees who are registered voters with up to two (2) hours of paid time off to vote if they do not have sufficient time outside of their scheduled working hours in which to vote. Additional time off will be without pay, except that exempt employees may receive pay, as required by applicable law. Four (4) consecutive hours either between the opening of the polls and the start of the employee's work shift or between the end of the employee's work shift and the closing of the polls will be considered sufficient time outside of work to vote.

Time off to vote will be provided only at the beginning or end of the employee's shift unless the Company and the employee mutually agree to different timing. Employees intending to take leave to vote must inform their Department Manager at least two (2), but not more than 10, working days prior to Election Day. The employee's Department Manager will designate when the leave should be taken (e.g., at the beginning or end of the shift). Proof of having voted may be required.

Employees are expected to conform for the remainder of their shifts once their voting leave has expired.

Exempt employees will be paid their full salary for any week in which work is performed.

Crime Victims Leave (specific to NYS)

An employee may be entitled to attend criminal justice proceedings if the employee is a victim of a crime, is seeking an application or enforcement of a protection order or is a witness in a criminal

proceeding. Except in cases of imminent danger to health or safety of the employee, or unless impracticable, an employee requesting crime victims leave must inform Human Resources prior to the date of their court appearance. Employees must be prepared to provide the Company with certification to verify the employee's eligibility for the leave requested, such as a police report, a court order, or evidence that they appeared in court. Crime victims leave is unpaid.

Bone Marrow Donor Leave (specific to NYS)

Employees who work an average of 20 or more hours per week will be granted a leave of absence if they seek to undergo a medical procedure to donate bone marrow. The total length of the leave for each employee will be determined by a physician but may not be longer than 24 work hours without company approval. An employee who seeks leave under this policy must provide verification from a physician of the purpose and length of the leave. Leave under this policy will be unpaid except that exempt employees will receive pay when required by applicable federal or state law.

The Company will not retaliate or tolerate retaliation against an employee for requesting or taking bone marrow donor leave.

Blood Donation Leave (specific to NYS)

Employees who work an average of at least 20 hours per week may be eligible to take leave to donate blood. Employees may take one leave of up to 3 hours of leave in any 12-month period for the purpose of donating blood off premises. Blood donation leave is unpaid; however, employees may opt to use PTO, if available, for this purpose.

To the extent possible, employees must provide advance notice of their need for Leave under this policy.

Nursing Employees

The Company supports the needs of nursing employees who express breast milk and provides its employees reasonable break time for this purpose. Generally, a reasonable amount of break time for purposes of this policy will be at least 20 minutes in every three (3)-hour period, if requested by the employee. Employees can use their normal paid break period or meal period to express milk. If the break time cannot run concurrently with the meal and/or rest breaks already provided to the employee, the break time will be unpaid for nonexempt employees. Where these additional breaks are required, employees should work with their Department Manager regarding scheduling. A nonexempt employee can elect to work before or after their normal shift to make up the amount of time used during unpaid break time for expression of breast milk, so long as the additional time requested falls within the Company's normal work hours. This break time will be provided for up to three (3) years after the birth of a child.

Nursing employees who express breast milk may be required to provide the Chief Human Resources Officer with a birth certificate and will need to reserve the room by signing up in advance. Employees will also sign in and out for each use.

The Company will provide a private room for this purpose in each of our facilities. Employees are responsible for the storage of breast milk and the Company cannot be responsible for, and

disclaims any liability or responsibility for, any spoilage that may occur to the milk for any reason.

The Company will not discriminate against or retaliate against employees who take advantage of this benefit. The Company will not demote, terminate, or otherwise take adverse action against an employee who requests or makes use of the accommodations and break time described in this policy.

Lactation Accommodations for Employees who Work in New York City in a Workplace with No Dedicated Space for Lactation

The Company supports the needs of nursing employees who express breast milk when they return to work and provides its employees reasonable break time for this purpose. Employees may express breast milk during work hours. Employees who choose to express breast milk in the workplace will not be discriminated against in any way. This break time will be provided for up to three (3) years after the birth of the child.

The Company will provide reasonable break time for an employee to express milk. Employees can use their normal break period or meal period or can take a reasonable amount of unscheduled break time for this purpose. The Company will make reasonable efforts to accommodate schedule changes to allow the employee to make up for the unscheduled, unpaid time used during the workday to express breast milk, so long as the additional work time requested falls within the Company's normal work schedule. Alternatively, employees may use personal leave to make up for unscheduled, unpaid breaks.

The Company will discuss options to ensure employees will be able to express breast milk at work. The Company will discuss with the employee how to accommodate the employee's need to pump at work, including how to ensure the employee's privacy and maintain a sanitary pumping environment.

Employees may request a lactation accommodation by contacting the Chief Human Resources Officer. In advance of their return to work, employees should request in writing to the Chief Human Resources Officer indicating the employee's need for an accommodation to express milk at work. Employees may be required to provide a copy of a birth certificate to the Chief Human Resources Officer. The Company will respond to a request for a lactation room accommodation within a reasonable amount of time, not to exceed five (5) business days. If the request poses an undue hardship on the Company, the Company will engage in a cooperative dialogue with the employee regarding a reasonable accommodation.

The Company will not discriminate or retaliate against employees who utilize this benefit. Employees may request accommodations related to pregnancy, childbirth, or a related medical condition. These may include bathroom breaks, assistance with manual labor, and minor changes in work schedule.

New York Prenatal Leave

Employees are entitled to 20 hours of Paid Prenatal Leave per 52-week period, starting from the first use of the leave. Unused hours do not carry over to the next period.

Covered Services: Paid Prenatal Leave can be used for pregnancy-related health care appointments, including:

Physical examinations

Medical procedures

Monitoring

Testing

Discussions with a health care provider needed to ensure a healthy pregnancy

End of pregnancy care

Fertility treatment

Only the employee receiving prenatal health care may use this leave.

Compensation: Employees will be paid at their regular rate of pay, or the appropriate minimum wage for their occupation, whichever is greater, during Paid Prenatal Leave.

Requesting Leave: Employees should inform their supervisor of their need for Paid Prenatal Leave in accordance with the company's standard time-off request procedures. Whenever possible, advance notice is encouraged, ideally within a 24–48-hour window, to ensure adequate coverage within the department.

Confidentiality: Employers cannot request personal health information or medical records related to the prenatal appointment as a condition of granting Paid Prenatal Leave.

Interaction with Other Leave Policies: Paid Prenatal Leave is a separate benefit from other leave entitlements, such as New York State Sick Leave. Employees may choose which leave to use for prenatal appointments; employers cannot mandate the use of one type over another.

Prohibition of Retaliation: Retaliation or discrimination against employees for using Paid Prenatal Leave is strictly prohibited.

Record Keeping: Employees must inform HR of their intention to use Prenatal Leave 24-48 hours prior to use, which will be processed in ADP. The leave request will follow the same procedure as PTO requests and require managerial approval before the leave can be taken.

New York's Paid Family Leave Benefits Law (PFL)

Under New York state law, eligible employees are entitled to take family leave for the following purposes:

- To participate in providing care for a family member — including the employee's child, parent, grandchild, grandparent, spouse, or domestic partner — made necessary by the family member's serious health condition. Effective January 1, 2023, the definition of a "family member" will include "siblings" which is further defined as a biological or adopted sibling, a half sibling or stepsibling.
- To bond with the employee's child during the first 12 months after the child's birth, or the first 12 months after the placement of a child for adoption or foster care with the employee (although in connection with adoption or foster placement, the employee may be permitted to take leave prior to the placement in connection with actions needed for the placement to

proceed). Leave to bond with a newborn or newly placed child must be taken within one year of the child's birth or placement.

- Because of any qualifying exigency arising out of the fact that the spouse, domestic partner, child, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.
- To prepare for and recover from surgery related to organ and tissue donation.

The following employees are eligible for this leave:

- Employees who work in New York State
- Employees whose regular work schedule is at least 20 hours per week, and who have worked for the Company for at least 26 consecutive weeks as of the first day of the leave; and
- Employees whose regular work schedule is fewer than 20 hours per week, and who have worked for the Company for at least 175 days as of the first day of the leave.

Pursuant to New York law, eligible employees are provided 12 weeks of NYPFL and will be paid a percentage of the employee's average weekly wage or percentage of the state average weekly wage, whichever is less. For information regarding the current state average wage, please visit <https://paidfamilyleave.ny.gov/> and refer to the Company's intranet, STRIVE, to view the New York PFL Benefit Calculator.

Fraudulent Use of PFL Prohibited

Employees who fraudulently obtain PFL from the Company are not protected by the PFL's job restoration or maintenance of health benefits provisions and may be subject to disciplinary action, up to and including termination of employment.

Measuring of NYPFL

NYPFL is based on a 52-week period measured on a rolling backward basis from the date the employee uses NYPL.

Leave may be taken all at once or in increments of at least one day, provided that, if an employee is taking leave to care for a family member with a serious health condition, intermittent leave is available only if shown to be medically necessary.

For information regarding the current state average weekly wage, please refer to the Company's intranet, STRIVE, to view the New York PFL Benefit Calculator.

When NYPFL and FMLA apply, these leaves will run concurrently.

An employee must provide the Company with at least 30 days advance notice before leave is to begin if the need for the leave is foreseeable. If such notice is not practicable, notice must be provided as soon as practicable. Employees are to contact the Human Resources Department for forms and information regarding this leave.

Upon returning from leave, an employee is entitled to be reinstated to his/her prior position with comparable pay, benefits, and other terms and conditions of employment.

Employees residing in all other states, please refer to Human Resources for information regarding any applicable state-specific benefits.

Family and Medical Leave

In accordance with the federal Family & Medical Leave Act of 1993 (FMLA), as amended in 2008, the Company provides eligible employees with unpaid leave under certain circumstances. There are two types of leave available. One is the basic 12-week leave entitlement (FMLA Leave”), and the other is the military family leave entitlement (“Military Family Leave”). Both are described below.

Eligibility

Employees are eligible for FMLA leave if they:

1. Have worked for the Company for at least (12) months; and,
2. Have worked at least 1,250 hours for the Company during the (12) calendar months immediately preceding the request for leave; and,
3. Have worked at a worksite where 50 or more employees are employed by the Company within a 75-mile radius of that worksite.

The 12 months of service need not be consecutive. Employment before a break in service of 7 years or more will not be counted, unless the break in service was caused by the employee’s active duty with the National Guard or reserve, or there was a written agreement that the Company intended to rehire the employee after the break in service. Employees with any questions about their eligibility for FMLA leave should contact the Human Resources Department for more information.

Types of Leave Covered

Employees who meet the eligibility requirements described below are eligible to take up to 12 weeks of unpaid leave for one of the following reasons:

1. The birth of your child or the placement of a child with you for adoption or foster care;
2. A serious health condition that makes you unable to perform the essential functions of your job;
3. The serious health condition of your spouse, child, or parent and you are needed to care for that family member. (The terms “spouse,” “child,” and “parent” are defined by law.)

Military Family Leave

There are two types of Military Family Leave available.

1. Qualifying Existing Leave

Employees meeting the eligibility requirements described below may be entitled to use up to 12 weeks of their Military Family Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee’s spouse, parent, son, or daughter, is on active duty or called to active-duty status in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies may include:

- Short-notice deployment (up to 7 days of leave)
- Attending certain military events

- Arranging for alternative childcare
- Addressing certain financial and legal arrangements
- Periods of rest and recuperation for the service member (up to 5 days of leave)
- Attending certain counseling sessions
- Attending post-deployment activities (available for up to 90 days after the termination of the covered service member's active-duty status)
- Other activities arising out of the service member's active duty or call to active duty and agreed upon by the Company and the employee

Military Family Leave due to qualifying exigencies may also be taken on an intermittent basis.

2. Leave to Care for a Covered Service Member ("Military Caregiver Leave")

There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA as set forth below leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. The single 12-month period begins on the first day the eligible employee takes Military Caregiver Leave and ends 12 months after that date. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform his or her duties, and for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that requires:

1. Inpatient care at a hospital, hospice, or residential medical care facility;

Or

2. (a) Continuing treatment by a health care provider; and
(b) A period of incapacity; i.e., the inability to work or attend school or perform other usual daily activities.

In most cases, the medical condition must result in a period of incapacity of more than three consecutive days.

Length of Leave

An employee, who is eligible for family leave, may take up to a maximum of 12 weeks of family leave in any 12-month period. For all FMLA leave, the Company measures the 12-month period as a rolling 12-month period measured forward from the date an employee uses any leave under this policy. As set forth for Military Caregiver Leave (see Military Family Leave).

Leave for the birth of your child or the placement of a child with you for adoption or foster care must be taken all at once. Leave, for your own serious health condition or to care for your spouse,

child, or parent, who has a serious health condition, may be taken intermittently or on a reduced hour's basis, if intermittent or reduced hours leave is medically necessary.

If you need to take family leave on an intermittent or reduced hour's basis, you must attempt to schedule your leave to cause the least possible disruption to the Company's operations. The Company reserves the right to temporarily transfer you to an available position that would better accommodate your intermittent or reduced hours leave.

Medical Certification

If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Medical certification will also be required to support a request for intermittent or reduced hours leave. Employees may obtain Medical Certification forms from the Chief Human Resources Officer. When the employee requests leave, the Company will notify the employee of the requirement for medical certification and the date on which it is due (no more than 15 days after you request leave). If the employee provides at least 30 days' notice of medical leave, they should also provide the medical certification before leave begins.

Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The Company, at its expense, may require an examination by a second healthcare provider designated by the Company, if it reasonably doubts the medical certification initially provided. If the second healthcare provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

The Company may require subsequent medical recertification. Failure to provide requested certification within 15 days, except in extraordinary circumstances, may result in the delay of further leave.

Employees may be required to provide a fitness-for-duty certification upon return to work, or during intermittent leave.

Employees Responsibilities When Requesting Leave

Except for leave due to a qualifying exigency arising from the active duty of a family member, you must give at least 30 days advance notice, whenever possible (within one or two business days of learning of the need for leave, except in extraordinary circumstance). If you do have 30 days advance notice of your need for leave, you must provide as much as notice as practicable. Failure to provide such notice may be grounds for delaying the start of the FMLA leave or denying the FMLA leave.

Employees should advise the Company as to the anticipated start and end dates of the leave. Calling in "sick" is not sufficient. Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or a description of the circumstances supporting the need for military family.

To request family leave, employees must complete a Family Leave Request Form, available from the Human Resources Department. The Company will advise the employee as to whether the leave qualifies as FMLA leave. If it so qualifies, the Company will advise the employee if any additional information is required. If the requested leave does not qualify as FMLA leave, the Company will provide the employee with an explanation for the ineligibility.

During your leave, you must keep in regular contact with the Company concerning your status and your intent to return to work. The employee must contact the Company on the first and third Tuesday of each month regarding the status of the condition and their intention to return to work. In addition, the employee must give notice as soon as practicable (within two business days, if possible) if the dates change.

Pay and Benefits During FMLA Leave

FMLA leave is unpaid, and in general, employees on FMLA leave will be required to use all available PTO for any unpaid portion of their leave period. The use of PTO does not extend the employee's 12-week FMLA leave entitlement. Employees will not earn PTO during any leave period.

Employees who are entitled to benefits pursuant to any disability plan, or Worker's Compensation plan or policy will not be required to use their available PTO during any leave period when they are receiving such benefits. Any leave period during which the employee receives benefits pursuant to a disability plan or policy, if qualified under the FMLA, will run concurrently with, and be counted against the employee's 12-week FMLA leave entitlement. Any elimination period or waiting period applied pursuant to a disability plan or policy does not extend the 12-week FMLA entitlement.

During an approved FMLA leave, the Company will maintain the employee's health benefits as if the employee continued to be actively employed. If the employee receives payment for benefit days during the FMLA leave, the Company will deduct the employee's portion of the health plan premium as a regular payroll deduction. If leave is unpaid, the employee must pay his or her portion of the premium pursuant to arrangements made with the Company. If the payment is more than 15 days late, the Company will send a late notice to the employee. If the Company does not receive the co-payment within 15 days after the date of that letter, the employee's coverage may cease.

If the employee does not return to work for at least 30 calendar days at the end of the leave period, the employee will be required to reimburse the Company for the cost of the premiums paid by the Company for maintaining coverage during the leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

Discontinuation of Health Benefits

An employer may discontinue health benefits to the employee if:

1. The employee states that they will not be returning to work during the 12-week entitlement period;
2. The employee does not return to work after they have used up the 12-week entitlement.

In these instances, group coverage ends, and the COBRA qualifying event occurs on the last day of the FMLA leave period, or if notified by the employee, on the last day that the employee indicates that they will not be returning to work. The employee will be notified of their COBRA rights and continuation of coverage by a third-party administrator and will have the opportunity to continue coverage. Should the employee elect coverage, they will be responsible for the full cost of the premium (plus additional 2% administration fee). Details of cost and COBRA rights will be sent to the employee by a third-party administrator (see COBRA policy within this Handbook).

Return from Leave

If the employee returns from family leave within the 12 weeks, the employee will be restored to the job held before their leave or to an equivalent position.

1. The employee must notify the Company in advance of the date they plan to return to work. The Company requests that the employee provide two weeks' notice, whenever possible, and provide a return-to-work notice from their provider to Human Resources.
2. An equivalent position is one that:
 - a. Involves the same or substantially similar duties and responsibilities; and
 - b. Entails substantially equivalent skill, effort, responsibility, and authority.
3. If the employee is returning from family leave due to their own serious health condition, the employee must provide a return-to-work certification from their health care provider confirming that they are fit to return to the same or equivalent position.
4. Any benefits that have been suspended during the employee's family leave will be resumed upon their return to work.

Key Employees

Highly compensated employees (i.e., highest-paid 10 percent of employees at a worksite or within a 75-mile radius of that worksite) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the Company. (This fact-specific determination will be made by the Company on a case-by-case basis.) The Company will notify employees if they qualify as "highly compensated" employees if the Company intends to deny reinstatement, and of employees' rights in such instances.

Intermittent and Reduced-Schedule Leave

Leave because of a serious health condition, or either type of family military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-schedule leave (reducing the usual number of hours worked per workweek or workday) if medically necessary. If leave is unpaid, the Company will reduce the employee's salary based on the amount of time worked. In addition, while an employee is on an intermittent or reduced-schedule leave, the Company may temporarily transfer the employee to an available alternate position that better accommodates the recurring leave and has equivalent pay and benefits.

Non-Discrimination

The Company will not discriminate against an employee or retaliate against an employee for requesting or taking family leave to which, an employee is entitled under FMLA.

Miscellaneous

The Company reserves the right to interpret, modify, and apply this policy, consistent with the FMLA.

While out on family leave, employees are subject to any generally applicable change in policies, procedures, benefits, and other terms and conditions of employment. For example, an employee would be subject to any change in or elimination of any benefit plan or insurance premium. An employee also would be eligible for any layoff or reduction in force that occurs during their leave, as if they were still working.

Military Leaves of Absence

The Company recognizes and supports the right of employees to perform military service in the armed forces or the National Guard, and the responsibility of those employees enrolled in the military reserve training programs to be away from the job for periodic training events. Military leave, continuation of benefits and reemployment will be granted in accordance with Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees must submit a copy of their military orders to their manager and Human Resources before the leave commences.

Military Spouse Leave

New York State law permits employees, who work an average of twenty (20) or more hours per week and who have a spouse in the military who is currently deployed during a period of military conflict to a combat theater or combat zone of operations, to take ten (10) days of unpaid leave when the spouse serving in the military is on leave from the combat theater or combat zone of operations. The term military conflict is defined as “a period of war declared by the United States Congress, or in which a member of a reserve component of the armed services is ordered to active duty” pursuant to various provisions of federal law.

While no advance notice of intention to take leave is required, the Company would appreciate as much notice as possible for scheduling purposes. An employee’s vacation days will be unaffected by the decision to take unpaid leave.

The Company will not discriminate against or retaliate against employees who take advantage of this benefit.

Medical Benefits & All Other Group Related Benefit Plans

The Company provides a variety of benefits for which you may be eligible. Employees may view available benefit information on the Company’s intranet, STRIVE. The Company expressly reserves the right, subject to applicable legal restrictions, to terminate or modify these benefits at any time. In addition, where a portion of the cost of the benefit is paid by the Company, any such contributed amount may be increased or decreased at any time within the Company’s sole discretion. The descriptions noted below are merely summaries. In the event the summary information is different from the plan documents, the plan documents govern. Please note that the Plan documents “rule” in any conflict or discrepancy between those documents and any written or verbal summary provided by the Company.

Specific details of plan benefits will be provided in another document since the providers, or the terms of the plans may change from time-to-time. The Company reserves the right to alter, amend or eliminate any benefit or any benefit plan (that is not mandated by law) at any time, at its sole discretion.

Worker's Compensation Insurance

The New York State Workers' Compensation Law is a state regulated no-fault insurance plan designed to provide you with benefits for certain injuries you may suffer in connection with your employment. The Company pays for the entire cost of this program for your protection. If you are injured or develop an illness because of performing your job duties, you may be covered by Workers' Compensation insurance. **All employees are required to immediately report to their manager any injury or illness suffered on the job, no matter how minor it may appear, and even if you do not require medical treatment.**

State Disability

An employee who works in New York State may be eligible for short-term disability insurance benefits. These benefits are available to employees who are unable to work because of a non-occupational illness or injury. Employees are to advise Human Resources of the disability, within 30 days of the onset of illness or injury, and will then be connected to the company's leave management vendor. Before returning to work, the employee must provide the Company with a doctor's note stating that he/she is able to perform the duties of his/her job. Employees are encouraged to view their disability eligibility on the Company's intranet, STRIVE.

Employees not working within New York State are encouraged to view short-term disability insurance benefits on their state's disability website for information concerning eligibility and benefits.

Unemployment Insurance

The Company pays a percentage of its payroll to each state's Unemployment Compensation Fund where the Company employs individuals. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period. You may apply for benefits through your local State Unemployment Office. The Company pays for the entire cost of this insurance.

Employee Assistance Program

The Company cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. Although employees may solve their problems either on their own or with the help of family and friends, sometimes employees need professional assistance and advice.

Through the Employee Assistance Program (EAP), the Company and its benefits partner provide confidential access to professional counseling services for help in confronting such personal problems as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all employees and their immediate family members offering problem assessment, short-term counseling, and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard the employees' privacy and rights. Information given to the EAP counselor may be released only if requested by the employee in writing. All counselors are guided by a Professional Code of Ethics.

Personal information concerning employee participation in the EAP is maintained in a confidential manner. No information related to an employee's participation in the program is entered into the personnel file.

There is no cost for employees to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

Minor concerns can become major problems if you ignore them. No issue is too small or too large, and a professional counselor is available to help you when you need it. To access information about all the EAP benefits and to contact the EAP, refer to STRIVE.

General Office Information

Temperature Testing

The purpose of this policy is to help prevent or reduce the transmission of communicable diseases.

Definition of Fever

The Centers for Disease Control and Prevention (CDC) considers a person to have a fever when they have a measured temperature of 100.4° F (38° C) or greater, or feels warm to the touch, or gives a history of feeling feverish.

Protocol

- Prior to an employee, guest or any other individual entering the Long Island office space, temperature testing must be obtained by visiting the third floor of the building to access the Wello Temperature Kiosk.
- Employees, guests or any other individual whose temperature is 100.4 or greater will receive a red sticker and will be required to leave the building immediately. Employees must contact their Department Manager and/or the Chief Human Resources Officer upon receiving confirmation from the Wello Kiosk of a registered temperature of 100.4 or greater.
- Employees, guests or any other individual whose temperature is below 100.4 degrees will receive a green sticker and will be permitted access to the Long Island office space.

Telecommuting

Introduction

This telecommuting policy establishes SterlingRisk's guidelines on telecommuting to the office, as well the parameters for employees who receive Telecommuting Arrangements. As discussed in greater detail herein, employees are **not entitled** to telecommute to the office. Whether employee is otherwise permitted to telecommute is subject to SterlingRisk's discretion and operational needs.

SterlingRisk may, at any time, rescind or modify a Telecommuting Arrangement and/or prohibit any employee from telecommuting.

Telecommuting Arrangement Defined

A “Telecommuting Arrangement” shall be defined as an arrangement in which an employee either works from home or another remote location on a regular basis for at least one or more full days per week. The definition of “Telecommuting Arrangement” shall not include SterlingRisk’s approval of isolated requests to telecommute on an individual day, or an occasional basis. Given the need to adequately train and supervise newly hired employees, and employees who are on a Professional Development Plan (“PDP”), any employee who is within Introductory Period (or any extension thereof), as defined in SterlingRisk’s Employee Handbook, or placed on a PDP, may be required to report to the office up to four (4) days per week, and may telecommute for the remaining day(s) of their regularly scheduled week, subject to manager review and approval. The specific days in which an employee is permitted to telecommute under this model shall be determined by the employee’s supervisor or management.

SterlingRisk, at its sole discretion, may rescind, alter, or modify any Telecommuting Arrangement at any time.

Guidelines For Telecommuting

Telecommuting is not a right of employment, and employment with the Company is at will. Thus, whether an employee shall receive a Telecommuting Arrangement or be permitted to telecommute will depend on a variety of factors. These factors shall include, but not be limited to, the employee’s: (a) job performance, (b) attendance, (c) responsiveness, (d) ability to work independently; (e) the impact that telecommuting will have on SterlingRisk, its clients and/or the individuals who work with the employee; (f) the nature of the employee’s work; and (g) whether a governmental shutdown of onsite business operations is necessary for public health and/or safety considerations. The employee’s supervisor or SterlingRisk shall have the discretion to rescind approval of any individual telecommuting request, as well as modify or revoke a Telecommuting Arrangement.

Management of Employees on Telecommuting Arrangements

Supervisors are expected to regularly evaluate and manage the performance of any employee on a Telecommuting Arrangement. At any point during the employee’s Telecommuting Arrangement, the employee’s supervisor may schedule an evaluation with the employee to discuss the status of the Telecommuting Arrangement. These evaluations can be conducted with or without notice to the employee, and may be conducted via telephone, Skype, Zoom, Microsoft Teams, web-conference, or any other communication method.

This evaluation may include but will not be limited to: (a) whether the employee clearly understands SterlingRisk’s expectations while telecommuting; (b) the employee’s level of productivity; (c) whether SterlingRisk’s business needs are being met; (d) whether the employee’s response time has been impacted by the Telecommuting Arrangement; and (e) whether there are any adjustments that need to be made to the Telecommuting Arrangement.

Based on such evaluation, the employee’s supervisor or SterlingRisk shall decide whether to modify or continue the Telecommuting Arrangement. The determination as to whether to modify

or continue a Telecommuting Arrangement shall be made on a case-by-case basis, based on SterlingRisk's operational needs and the above-mentioned considerations. Employees will be provided with notice in the event their Telecommuting Arrangement is discontinued or modified.

Equipment/Internet Connection Required For Telecommuting

Employees are directed to SterlingRisk's "Work From Home Technology Guide" for detailed guidance on the equipment and internet connection that is required while telecommuting. To that end, any employee who telecommutes must ensure that the remote location where they are performing work is equipped with equipment that would allow them to effectively perform their duties.

SterlingRisk is not responsible for purchasing, repairing, servicing, or maintaining any telecommuting equipment that is not owned by SterlingRisk. Furthermore, SterlingRisk shall not be responsible for reimbursing the employee for any costs associated with the purchase, repair, servicing, or maintenance to personal equipment utilized by the employee while telecommuting.

Equipment/Internet Connection Issues

In the event that any equipment that is relied upon in telecommuting is not operational or impacts an employee's productivity or response time, the employee shall be required to report to their assigned physical office on that day or make a request for PTO in accordance with SterlingRisk's Employee Handbook. In the event that the employee's supervisor or SterlingRisk determines that an employee has experienced a pattern of operational issues with their equipment/internet and/or a disruption substantial enough to impact the employee's productivity, SterlingRisk, in its sole discretion, may modify or rescind the employee's Telecommuting Arrangement and/or prohibit the employee from telecommuting in the future.

The requirements set forth in this section shall apply irrespective of whether any equipment utilized by the employee is personally owned or provided by SterlingRisk.

Extension of the Workplace

Any employee who telecommutes must understand that the remote location that employee is performing work constitutes an extension of the workplace. As such, all employees are expected to perform their responsibilities as if they were reporting to the office and must comply with all of SterlingRisk's directives and policies, including, but not limited to, its harassment and discrimination policies. In the event an employee violates any of SterlingRisk's policies while telecommuting, they shall be subject to discipline, up to and including termination.

Employees who telecommute must work in a remote location in which they are capable of performing their responsibilities in an efficient and professional manner. In the event that the employee's supervisor or SterlingRisk determines that an employee has telecommuted from a remote location that is not conducive to the work environment (noise levels, pollution, other distractions) or otherwise unsuitable to perform his or her responsibilities in an effective manner, SterlingRisk, in its sole discretion, may modify or rescind the employee's Telecommuting Arrangement and/or prohibit the employee from telecommuting in the future.

Security

Any employee who telecommutes shall be expected to ensure that any documentation and/or information covered under SterlingRisk's Confidentiality Policy is adequately protected whenever work is performed from a remote location. The security measures that shall be taken by the employee shall include, but not be limited to, utilizing locked file cabinets and desks, ensuring that electronic systems are password protected, working from secure locations, and that work is performed on a stable and secure internet connection. For information regarding SterlingRisk's internet connection standards, please refer to SterlingRisk's "Work From Home Technology Guide."

Time Worked

All employees who telecommute are required to follow established time and attendance policies as set forth in the SterlingRisk Employee Handbook.

Non-Exempt employees will be required to accurately record all time worked as directed by SterlingRisk via ADP Time & Attendance. In order for employees to accurately record all time worked, employees must clock in at the start of the of the workday, out/in for a one-hour meal break based on a six-hour day and clock out at the end of the workday. Employees may only work hours in excess of their scheduled shift with advance approval of the employee's supervisor and/or manager. Employees who fail to comply with these requirements are subject to discipline, up to and including termination.

Exempt employees are expected to be accessible and online throughout the workday.

Paid Time Off

Before an employee on a Telecommuting Arrangement may take paid time off ("PTO"), employee must obtain approval from a supervisor or manager in accordance with SterlingRisk's established procedures. Employees must use available PTO for personal matters that might arise unexpectedly, preventing the employee from working remotely. If an employee becomes ill while telecommuting and unable to perform their responsibilities to Company's expectations, employee must notify their supervisor or manager immediately. PTO is provided for rest and relaxation to aid an employee's recovery from any illness or when feeling unwell. Telecommuting while ill or unwell may impact an employee's performance and productivity and PTO must be utilized under these circumstances just as if an employee would do so if working onsite.

Employees on a Telecommuting Arrangement must also ensure they utilize PTO for planned events such as vacation and other personal matters. While SterlingRisk's PTO policy provides for a limited amount of PTO to be carried over into the following calendar year, any remaining PTO is forfeited and not paid. It is important that employees on a Telecommuting Arrangement recognize this and utilize their PTO in accordance with SterlingRisk's policy just as if employee would do so if working onsite.

An employee on a Telecommuting Arrangement who takes PTO in accordance with SterlingRisk's Employee Handbook must include an "out of office" automated message on their email and voice mail. The "out of office" message must detail a backup contact person, the backup contact person's email and phone number, and the duration of time the employee will be out of the office.

Injuries While Telecommuting

Consistent with SterlingRisk's policy on Workers' Compensation, SterlingRisk shall provide employees who telecommute with workers' compensation coverage as required by state law. Please contact the General Counsel with a copy to Human Resources concerning Workers' Compensation coverage.

Smoking Policy

The Company is committed to maintaining a culture that provides a healthy, productive, and safe environment for all. *Employees who choose to use tobacco products during the course of the workday must do so during their lunchtime meal period only, or before and after work hours, in the designated smoking area provided by the building.* This includes the use of all tobacco products including e-cigarettes, cigars, chewing tobacco, pipes, etc.

This policy is in effect during work hours and will apply to all SterlingRisk employees employed at all locations.

Smoking is **prohibited** in the front, back and side entrances of the Woodbury building. Violation of this policy will result in corrective action. Cigarette butts must be discarded in the receptacles provided by the building. Anyone discarding cigarettes onto the property is in violation of the building's fire & safety code – and this will result in corrective action.

Cell Phone Use/Texting While Driving

As is set forth in the Employee Handbook, the Company prohibits employees from using cellular phones for business reasons while driving or for any reason while driving for work-related purposes or driving a company-owned vehicle. Employees should also be aware that New York law prohibits all drivers from using handheld mobile telephones and portable electronic devices while driving.

New York law allows use of such devices under the following circumstances:

- When the driver is using a hands-free mobile telephone, which allows the user to communicate without the use of either hand, a handheld electronic device that is affixed to a vehicle surface, or a Global Positioning System (GPS) device that is attached to the vehicle;
- When the purpose of the call is to communicate an emergency to a police or fire department, a hospital or physician's office or an ambulance corps; or
- When operating an authorized emergency vehicle in the performance of official duties.

Dress Code & Personal Hygiene

The Company's acceptable dress code for normal, **in-office** work is "**business casual**."

Business casual means:

- Trousers, collared shirts, blouses, dresses, or skirts of an appropriate length, shoes, and dressy sandals/heels. Ties and jackets are optional.

Employee "Casual Fridays." Jeans and shirts with collars are acceptable for these days only. Beach flip flops are not acceptable on Casual Fridays.

Any employee inappropriately dressed on any given day will be sent home to change into appropriate attire. Work time missed for this reason will be paid drawing from any available PTO or employee may be docked pay for the work time missed where applicable.

Inappropriate attire includes tight fitting clothing, low cut blouses, see-through garments, midriff/half shirts, tank tops, halter tops, t-shirts, jogging/sweat suits, shorts, torn denim or ripped clothing of any type, shirts/clothing with inappropriate/offensive writing and/or graphics, and beach flip flops.

Any staff employees responsible for lifting heavy items, using step stools, changing toner in copiers and filing may wear clothing that is more “relaxed” or informal, though it must always be clean, neat, and appropriate. The wearing of comfortable shoes for this staff is permitted for stability and balance.

The Company’s acceptable dress code for **out-of-office** work such as for meetings with clients, insurance companies and business meetings with other non-Company people is “**business attire**.”

Business attire means:

- Generally conservative clothing to portray yourself in a professional manner. Business attire does not necessarily mean formal shoe wear and a suit but does include skirts, pants, blazers, trousers, suit jackets, button down shirts, suit pants, a tie and dress shoes.

All employees are expected to groom themselves in accordance with accepted business standards and attire must always be neat and clean in appearance: tattoos, hair color, jewelry, and piercings should meet these business standards as well. It is essential that employees maintain good personal hygiene standards including proper dental care, bathing, and appropriate use of deodorant. Overall, a neat and tasteful appearance contributes to the positive impression made on clients, supervisors, managers, and other employees. During client visits or when making outside client calls, employees should dress appropriately.

The Company will not discriminate against any employee for their natural hair, facial hair or hairstyle and any attire or clothing that is associated with the employee’s race, ethnic, religious, or cultural identity.

Any employee that requires a reasonable accommodation for reasons based on religion, disability or other grounds protected by federal, state, or local laws should contact the Human Resources Department. Reasonable accommodation will be granted unless it would cause an undue hardship on the Company. The Company prohibits any form of discipline, reprisal, intimidation, or retaliation for requesting a reasonable accommodation for grounds protected by federal, state, or local law.

This policy is not intended to restrict communications or actions protected or required by state or federal law.

Questions regarding attire are to be directed to the Human Resources Department.

Use of Telephone, Fax & Mail Systems

- Employees should always greet telephone callers in a courteous and professional manner.
- Clients should never be kept on hold while an employee completes a personal call. We ask that everyone cooperate in making our clients our first priority.
- Personal use of Company telephones for long-distance calls is not permitted unless in the case of an emergency.
- Employees may make personal local telephone calls or receive personal calls only when necessary and should keep them brief. This privilege, however, should not be abused. The Company requests that all personal telephone calls be limited to (5) minutes or less. Casual phone conversations between friends or working associates unnecessarily affect productivity and should be kept to non-working hours or “break” time. These guidelines apply regardless of whether an employee is using the Company’s telephone system or their own personal cell phone.
- Employees may be required to reimburse the Company for any charges resulting from their personal use of the telephone.
- The use of Company-paid postage for personal correspondence is not permitted.
- Excessive personal use of the company's photocopiers and fax machines is prohibited.
- Office support personnel are not to be used to conduct personal tasks for employees.

Telephone Monitoring and Workplace Monitoring

Telephone monitoring may be conducted from time to time with or without notice by the Company to maintain good service, employee safety, security, client satisfaction and compliance with Company policies. Your continued employment with the Company shall be deemed your consent to such monitoring.

Recorded video surveillance is in use in most public areas of the office, with the exception of its restrooms. An employee is to have no expectation of privacy in the areas where monitoring is in use.

Additionally, there should be no expectation of privacy of any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo optical systems which may be subject to monitoring at any and all times and by any lawful means.

This policy is not intended to restrict communications or actions protected or required by state or federal law.

Security Inspections

Desks, offices, file cabinets, and other storage facilities may be provided for the convenience of employees but remains the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected for security reasons by any authorized employee, agent, or representative of the Company at any time, either with or without prior notice.

Door Access Cards

The door access card the Company issues you are to be used by you only and only for access to the Company’s premises to conduct Company business during authorized hours. Providing one’s

door access card to another person (employee or non-employee) is prohibited, and may result in corrective action, up to and including termination of employment.

If you lose your door access card, you are required to report the loss to the Corporate Services IMMEDIATELY so the card can be deactivated to preserve the security of the Company's employees and premises. An employee may request a new card by placing a help desk ticket using the I.T. Help Desk Program. There will be no charge to you for replacement of a lost card for the first incidence. However, for any subsequent loss or destruction of a card you will be charged a \$5.00 replacement fee. No fee will apply in the case of a card that is defective or that malfunctions due to normal wear and tear.

Use of Equipment, Vehicles, Systems & Materials

- Use equipment carefully and safely.
- Follow all operating instructions, safety standards, and guidelines.
- Please notify the supervisor if any equipment appears to be damaged, defective, or in need of repair. This could help prevent possible injury to employees or others and prevent further damage or deterioration to the equipment.
- Your supervisor can answer any questions about your responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of Company equipment can result in corrective action, up to and including termination of employment.

Employees who are involved in an accident while on Company business must file a police report, promptly report the incident to their immediate supervisor, and provide all appropriate paperwork on a timely basis. Vehicles owned, leased, or rented by the Company may not be used for personal use without prior approval.

Business Expense Reimbursement

The Company will reimburse employees for reasonable business expenses incurred while on assignments away from the normal work location.

When approved, the actual costs of travel, meals, lodging, and other expenses related to accomplishing business objectives will be reimbursed by the Company. Employees are expected to limit expenses to reasonable amounts.

When travel is completed, employees should submit completed travel expense reports within 30 days. Reports should be accompanied by receipts for all individual expenses. Employees should contact their manager for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for corrective action, up to and including termination of employment. (For further details on Business Expense Reimbursement, please refer to the **Business Expense Reimbursement Policy and the Anti-Corruption Compliance Policy**, both posted on STRIVE.)

Severe Weather & Other Emergency Closings

From time-to-time, severe weather and related conditions may force the closing of the Company's offices. These conditions can include snow, ice, hurricanes, flooding, or electrical outages.

In severe weather situations, employees can call 516-719-8767 to hear a recorded message with information about the Company's operational status.

The Company has also implemented OneCallNow, which is an emergency notification service. Employees will receive an emergency voicemail, text, and email message. Employees must be enrolled in this notification service.

On occasion, severe weather occurs during the day after you have arrived at work. Depending upon the circumstances, the office may be closed early. In the event that the office is opened late or closed early because of hazardous weather, the following guidelines will apply:

- If the office is opened late or is closed earlier than usual to permit employees to leave early, employees who come to work will be paid for the full day.
- Employees who do not report to work when the office is open will have one of their benefit days applied to the missed workday (if such benefit days are available).
- It may be necessary to work longer hours later in the week due to a closing.

Each employee is responsible for deciding whether they can safely attempt to come to work.

Mailroom Procedures

All outgoing mail will be picked up by mailroom at 11:00AM and 3:30PM daily. For same day processing, mail must reach the mailroom no later than 4:00PM. All express mail deliveries must be submitted by 4:00PM for preparation. The use of Company-paid postage for personal correspondence is not permitted.

All incoming mail is processed by 11:00AM and distributed to Epic and/or opened and stamped by the mailroom.

Office Supplies

To obtain office supplies, an employee must request supplies by placing a help desk ticket. Upon placing an order, the requested supplies will be available within 2 - 4 business days. For special orders, please speak to your Department Manager first and then your Department Manager will speak with the Corporate Services Associate.

Lunch Breaks

In order to properly service its clients, the Company must maintain appropriate staffing at all times during the business day. Should a client in need of immediate assistance call anytime during regular working hours, someone must be made available to respond to their needs.

Nonexempt employees who work more than 6 hours per day are required to take a one-hour lunch and utilize ADP Time & Attendance Program, clocking in and out for lunch. This is a mandatory lunch break.

Staggered lunch hours are used for employees so that the appropriate staffing can be maintained.

Each department must have at least one employee in the office at all times during business hours. Employees are expected to return from lunch on time (one hour from departure).

Separation of Employment

Because your employment is at will, the employment relationship may be terminated by you or the Company at any time for any reason.

Employees who resign are expected to provide a written resignation and sufficient advance notice. The Company considers sufficient notice to be at least 2 weeks' written notice. Any remaining PTO balance may not be applied to notice when resigning or extend notice in any way.

At notice of separation of employment, employees will not be paid for any earned and unused PTO days or unused Floating Holidays. The Company does not pay severance. All departing employees who had joined the group medical plan, dental plan or vision plan are eligible to elect continued health care coverage under COBRA (Consolidated Omnibus Budget Reconciliation Act of 1986), at their own cost, unless they were terminated due to "gross misconduct."

Employees who leave on good terms with the Company (including but not limited to history of satisfactory job performance and other job-related history at the Company, as determined at the Company's sole discretion) may be considered for re-employment in the future. This consideration, however, is not a guarantee of re-employment. A person whose employment is terminated for misconduct or violation of Company policy is ineligible for re-employment. Employees are responsible for items issued to them by the Company or in their possession or control (and must return all such items at termination). These items include:

- Confidential information, including but not limited to client lists
- Laptop computers and computer disks
- Notes, files, and Company-related information in written or electronic form
- Credit cards
- Equipment
- Identification badges, keys, and key cards
- Manuals
- Cell phones and wireless cards
- Tools and materials

Continued Healthcare Coverage (COBRA)

NYS Continuation Coverage (Applies to all SterlingRisk Employees)

On November 19, 2009, Governor David A. Paterson signed into law Chapter 498 of the Laws of 2009, which amends Insurance Law §§ 3221(m), 4304(k), 4305(e), and section 4 of Chapter 236 of the Laws of 2009. Chapter 498 helps to provide continued access to group health insurance by ensuring that all persons eligible for federal Consolidated Omnibus Reconciliation Act ("COBRA") or state continuation ("mini-COBRA") coverage receive up to a total of 36 months of coverage, regardless of when the group health insurance contract or policy was issued, renewed, modified, altered, or amended.

A person who is an employee or member of a group may continue group health insurance coverage for up to a total of 36 months regardless of the reason that the person lost eligibility for coverage. If you are eligible to continue health coverage under federal COBRA for 18 months, then you can continue coverage under state continuation coverage for an additional 18 months. You have up to a total of 36 months of coverage when combining the COBRA and state continuation benefits.

People who are disabled under Title II or Title XVI of the Social Security Act and who are eligible for state continuation coverage are eligible for a total of up to 36 months of coverage and would pay 102% of the premium for months 1 through 36 of coverage.

The 36-month period may end sooner due to the following reasons: (1) timely premium payment is not made to the plan; (2) the employer ceases to maintain any group health plan (including successor plans); (3) the employee or member is covered under any other group health plan that is not maintained by the employer, even if that other coverage is less comprehensive than COBRA or continuation coverage; or (4) the qualified beneficiary becomes entitled to Medicare benefits.

State continuation coverage does not apply to dental-only plans, vision-only plans, or prescription-only plans, and therefore it cannot be extended to 36 months.

However, federal COBRA does apply to dental-only plans, vision-only plans, or prescription-only plans. Therefore, since state continuation coverage does not apply to these types of plans, employees will not be able to continue vision only, dental only and prescription only coverage for an additional 18 months, once federal COBRA is exhausted.

Employees will be able to continue a comprehensive plan, consisting of medical benefits and dental benefits for example, for an additional 18 months.

If you need more information about this law, please contact Human Resources or the Insurance Department's Consumer Services Bureau at (212) 480-6400 or 1-800-342-3736.

Receipt & Acknowledgment of Employee Handbook

As an employee of the Company, I acknowledge the following:

- I have received a copy of the Employee Handbook. I understand that the Handbook contains important guidelines and information about the organization's policies, work rules and my benefits, and that it does not necessarily represent all the policies and practices of the organization. I also understand that I have the responsibility to read and understand the information in the Handbook, and to ask my supervisor or the Human Resources Department for clarification of any information I do not understand.
- I understand that this Handbook is not a contract of employment, express or implied, or a guarantee of specific treatment in specific situations. I understand that neither this Handbook nor any representation made by a management representative at the time of hire or subsequently is to be interpreted as a contract between the Company and its employees. I

understand that this Handbook supersedes all prior Handbooks, policies and understandings on the subjects contained in it.

- I understand that the organization has the right to change, modify, add to, substitute, or eliminate, interpret, and apply, in its sole judgment, the policies, rules and benefits described in this Handbook. I understand that the Company CEO is the only person who is authorized to make changes in the policies, rules and benefits described in this Handbook and that all such changes must be in writing to be valid. I understand that should the content be changed in any way; the organization may require an additional signed acknowledgment from me to indicate that I am aware of the changes. I also understand that the CEO is the only person who will ever have the authority to enter into an employment contract, and that all such contracts must be in writing and signed by both parties to be valid.
- I understand that my employment relationship with the organization is at-will, regardless of the length of my employment or the granting of benefits of any kind, which means that either the organization or I can terminate the relationship at any time, with or without reason or notice, unless otherwise stated in a written employment contract,
- I understand that in accordance with the Company's policy on Telephone Monitoring and Workplace Monitoring any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo optical systems may be subject to monitoring at any and all times and by any lawful means. I also understand that the Company's premises are under recorded video surveillance.
- I understand that the Company's Whistleblower Policy is intended to compliment other financial-crime compliance specific policies that are distributed to all employees and are applicable to the entire organization. Such policies include but are not limited to the Anti-Corruption Compliance Policy and Financial Crime Compliance Manual, and any other financial-crime compliance-related policy distributed by the Company (collectively referred to in this Handbook as "Financial Crime Compliance Policies"). I also understand that information contained within Financial Crime Compliance Policies may supersede information contained within this Handbook, and I have the responsibility to read and understand the information in the Financial Crime Compliance Policies, and to ask General Counsel and/or Chief Human Resources Officer for clarification of any information I do not understand.
- By my signature below, I further understand, acknowledge, accept, and consent to all Company policies within this Handbook and those posted on the Company's intranet, STRIVE, including Workplace Monitoring, Anti-Sexual Harassment and Anti-Discrimination Policy.
- I acknowledge that I have received and read the Company's Notice to New York Employees of Electronic Monitoring. I understand that any and all of my telephone conversations or transmissions, email or transmissions, or internet access or usage by any electronic Company-owned device or Company-owned system (including but not limited to the use of a computer,

telephone, wire, radio or electromagnetic, photoelectronic or photo-optical systems) may be subject to monitoring by the Company at any and all times and by any lawful means.

Employee's Signature: _____ Date: _____

Employee's Name: _____