
Marriner Marketing Communications

Employee Handbook

Exhibit D to Employment Agreement

As of June 2023

ABOUT THIS HANDBOOK

This Employee Handbook is designed to answer some of the questions that may arise in connection with your employment at Marriner Marketing Communications (Marriner). It describes many of the policies and procedures that are applicable to you, as well as the benefits available to you, as a Marriner employee. Please note, however, that neither the Handbook nor any of its individual terms constitute or represent binding contractual commitments between the Company and its employees. The Company reserves the right to unilaterally change or discontinue any of the policies, rules, or benefits set forth in this Handbook. We will, of course, inform you of any changes that occur.

These policies are intended to be guidelines and to provide procedures to avoid confusion and misunderstandings. It is expressly understood that all employees are employees at will of Marriner and may be terminated by Marriner without notice for any reason whatsoever. Abuses of these policies may also be grounds for immediate termination.

We take pride in keeping an open line of communication with all employees. Should you have any questions about the contents of this Handbook, or about any aspect of your employment, please talk with your supervisor or HR.

WELCOME TO MARRINER

We are pleased you have joined Marriner! Your capabilities, and those of other skilled professionals, are the basis upon which our progress has been built.

Marriner's success depends upon our ability to effectively execute our customer assignments. Providing performance-driven work for our customers must be our primary objective. We count on each member of the firm to share in our commitment to excellence and to ensure quality is integral to everything we do. We must stay close to our customers, fully understand their requirements, and achieve a high level of customer satisfaction in all our professional endeavors. We are all responsible for maintaining our Company's highest standards of integrity and ethical conduct.

Fair compensation for employees and participation in the rewards of the Company's success are cornerstones of the Marriner philosophy. This contributes to the stability of our organization, positions us for long-term growth, and inspires an even greater staff commitment to our quality standards.

EMPLOYMENT

Equal Employment Opportunity

Marriner believes that all persons are entitled to equal employment opportunities and does not discriminate against its employees or applicants for employment because of race, creed, color, national origin, religion, age, sex, disability, marital status, citizenship, or sexual orientation. All employees must meet the job requirements established by the Company.

HOURS OF WORK

Work Schedules

The Company's standard work schedule is 40 hours per week, Monday through Friday, eight hours per day, exclusive of one-hour lunch periods. Our regular business hours are from 8:30 a.m. to 5:30 p.m. For work-life flexibility, employees can arrive as late as 9:30 a.m., but this will require employees to make up the flex time by working until 6:30 p.m. Entering your in/out status in Workamajig is a job requirement that keeps everyone informed of your working versus nonworking status. Please post it daily, no later than 9:30 a.m. For more information on working in the office or from home, please see page 7.

In the case of an emergency or other circumstance that prevents an employee from arriving on time or needing to leave earlier than outlined above, he/she is required to notify his/her manager.

If an employee exhibits consistent abuse of these business hours or work schedule, the manager will first provide a verbal warning and subsequently, such employee will be subject to discipline, including termination.

Office Keys

Upon being hired, every new employee will receive a card key to the building. If this card is ever lost, \$35 will be deducted from the employee's pay to replace the card. In the event of employment termination, the respective employee will be required to return all keys given. If they are not returned, a \$35 deduction will be made to the final pay.

Holidays

The Company provides full-time employees nine paid holidays in addition to the personal leave specified below. They are as follows:

FLOATING HOLIDAY
NEW YEAR'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING

Holiday to be taken at your discretion
January 1
Last Monday in May
July 4
First Monday in September
Fourth Thursday in November
Friday after Thanksgiving

CHRISTMAS EVE
CHRISTMAS DAY

December 24
December 25

Should any of the holidays fall on a weekend, Marriner will observe the holiday in accordance with community practice. Marriner management will prepare and publish an official holiday schedule each year. On paid holidays, Marriner will be closed. **To be eligible for payment, the employee must be full time, have been employed for a minimum of 30 days and work the day before and the day after the holiday unless on personal leave. THIS MEANS THAT IF YOUR EMPLOYMENT STARTS WITHIN 30 DAYS OF A PAID HOLIDAY, YOU WILL NOT BE PAID FOR THAT HOLIDAY.**

COMPENSATION PROCEDURES

Time and Method of Payment

The policy regarding the distribution of payroll checks is as follows. Payroll periods are semimonthly: the 1st to the 15th and 16th to the last day of the month. Payroll is processed and distributed through direct deposit on the 15th and last day of the month.

Your pay stub will provide a detailed accounting of earnings and deductions from your paycheck (Social Security, federal and local state withholding taxes). This can be found online through our payroll provider.

Notification of Absence

When unable to report to work as scheduled, employees are required to notify their supervisor and HR ideally the night before or no later than 9:30 AM on the day of absence so their status is listed as OOO in Workamajig. They should also block their Outlook calendars whenever possible and submit a TrackSmart request on the day of or the day after their absence.

Vacation/Sick/Safe Leave

In order to provide our employees with the maximum flexibility in planning their professional and personal life, Marriner has established the following vacation/personal leave/sick/safe time policy.

In accordance with the Maryland Healthy Working Families Act, effective February 11, 2018, we have been required to modify our Personal Time Off (PTO) policy. Instead of aggregating vacation and sick days and safe time into PTO, we now are required to split the vacation out separately from the sick/safe time leave. Under these new government regulations, employees will receive 10 days of vacation and five days of sick/safe time per year in the first five years of employment. Additional vacation is earned according to the schedule below.

The Company provides full-time employees a minimum of 10 days of paid vacation per year, calculated on an annual basis from January 1 to December 31. In the first five years, vacation days accrue at the rate of .833 days per month. After five years of continuous employment, employees will be entitled to 15 days of paid vacation, which accrues at the rate of 1.25 days per month. After 10 years of continuous employment, employees will be entitled to 20 days of paid vacation, which accrues at the rate of 1.67 days per month.

Sick/safe days are designed to provide employees with compensation if they are unable to work because of personal reasons or family illness/injury. Marriner provides sick/safe days to full-time and part-time employees (prorated). Sick/safe time may be used for the employee's own illness, mental health, injury, or medical condition; for maternity or paternity leave; or for specified purposes such as the employee is a victim of domestic abuse. Sick/safe leave days accrue at the rate of .416 days per month.

If you have multiple doctor's appointments or are unable to meet expectations because of illness or prescribed medication, you MUST take a sick day. Marriner will follow the education guidelines of requiring employees to be "fever free for 24 hours" and current CDC guidelines related to COVID-19 protocols before they can return to work. Please also do not bring sick children, family members or friends into the office, as we do not want to spread illness to peers. If you and your supervisor or Vice President/Director are confident you can productively carry out your duties, you may work from home for a half day or full day and will follow the guidelines noted in the WFH section below.

The vacation/sick/safe accrual rates at MARRINER are as follows:

Completed Years of Service	Vacation Accrual Rate	Total Days/Year	Sick/Safe Accrual Rate	Total Days/Year	Total Vacation & Sick
	Days/Month		Days/Month		
Less than 5	0.833	10	0.416	5	15
5-less than 10	1.25	15	0.416	5	20
10 or more	1.67	20	0.416	5	25

Sick/safe days will remain at five days per year. Employees may carry over up to 40 hours of sick/safe leave per year. As with PTO, sick/safe days must be taken in full or half-day increments.

Carry over of vacation days will be considered should workloads in the final quarter prohibit taking time off. Partners can approve carry over of up to five days for employee to use within the first quarter of the following year.

During the first 30 days of employment, no paid leave may be taken. Any absence during this period will be uncompensated.

No employee may take more than two consecutive weeks of vacation at one time. All employees should submit a vacation leave request, which must be approved by the Vice President/Director of their Department, no less than two weeks prior to the time of vacation. Advance notice is appreciated and expected for business planning purposes.

Approvals will be at the sole discretion of the Company and may be withheld or denied due to workload, conflicts, unaccrued time or other matters. Any additional days off will be deducted from the appropriate payroll period as an uncompensated absence. Unused vacation will not accumulate from one year to another.

Employees who resign their position from Marriner will be paid for any accrued, unused PTO (vacation; sick/safe days; floating holiday).

Employees who are terminated, and sign a separate termination agreement, will be paid for any accrued, unused vacation days and floating holiday, but not for any sick/safe days.

For all exiting employees, any unaccrued PTO compensation that may have been advanced by the Company will be deducted from any final compensation due.

Inclement Weather

The Company will never officially close the office for a weather incident (with customers all over North America and technology allowing for remote working, it's expected that Marriner will remain open). Therefore, the Company will continue to take a liberal approach to people working from home during inclement weather.

Since Marriner has 100% of the staff equipped with laptops and/or the ability to work from home, employees can connect to the servers via VPN and communicate with each other via phone, text, conference calls, Workamajig, Slack, Zoom, etc., when needed.

Employees must take the following steps to productively work remotely:

1. Use your best judgment the night before or morning of the snow/weather event. Prepare by taking home appropriate items (laptop, power cords, key documents, etc.) you may need from the office.
2. Call or email your manager prior to 8:30 a.m. and let him/her know what you are planning to do. (Remember, you could always take the day off and just go play in the snow.)
3. Communicate with your team members so they know what you are planning to do.
4. If you are working, please make yourself available and accessible throughout the day.
5. If you cannot do the above, please take a full day or half day off, depending on your availability.

Summer Hours

As an additional benefit to full-time employees at Marriner, summer hours are provided between Memorial Day and Labor Day. These four half days are paid time off in addition to vacation, sick/safe days, holidays and closing the office early on holiday weekends. You can use these (on a Friday afternoon or Monday morning only) throughout the summer.

Marriner will also close two hours early before holiday weekends, (Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas) at 3:30 p.m.. You must work with your Vice President/Director to ensure that there is coverage for the work when you are planning to take off. The summer hours cannot be carried over after Labor Day.

Comp Time

The following are guidelines regarding comp time for employees:

- (1) All comp time should be preapproved by your department's VP/Director whenever possible. Submit a Leave Request Form – online link accessible via the Marriner Intranet – with all appropriate information within one week of actual dates worked. The request will be reviewed and approved/declined/adjusted by your department Vice President/Director and a Partner.
- (2) Comp time can be accumulated *only* in half- or full-day increments. It is not acceptable to count hours.
- (3) All comp time must be used within the calendar year—no “carry over.”

Comp time for salaried employees is one of the many benefits provided at Marriner. It is a benefit that should not be abused, and the Company reserves the right to deny it or discontinue it at any time.

Working In Office/From Home

As an Agency, we are at our best when we have the opportunity to collaborate in person. Employees in the office benefit from the personal interactions that happen spontaneously throughout the day.

Marriner's Columbia, MD office is available for use five days a week. Our current policy requires employees to come into the office three days a week (Tuesday-Thursday), with Monday and Friday as optional remote (or work from home) days.

All full-time Marriner employees are required to follow the "hybrid" working schedule noted above. Partners may make exceptions to this on a case-by-case basis. Reasons why an employee may be allowed to work from home full time on a long-term arrangement would be based on company tenure and/or job roles/responsibilities that do not require in-person interactions. Every fully-remote employee will be required to sign a document outlining agreed-to terms of employment, which may include a longer period of resignation notice and traveling to the office at least once a quarter or for special company events.

The Spirit of the Working From Home (WFH) Policy

The overall goal of our WFH policy is to maximize productivity of employees, while not negatively impacting the ability of fellow employees to do great work. If your presence is needed in the office, and remote arrangements are not satisfactory, you are expected to be in the office or take time off. The process is at the discretion of your supervisor; the accountability is your responsibility.

Working from Home Requirements

- You should actually be in a fixed location (i.e. home, hotel during business travel), versus out doing other nonwork things
- You should be readily available and ideally in a quiet, private place to take calls and participate in meetings
- You should be readily available by email and respond in a timely manner to incoming requests
- You must have a working VPN connection and Wi-Fi system that allows seamless access to the server, Internet, Workamajig, Slack, Zoom, business e-mails and all other critical tasks for work productivity
- Any abuse of the WFH policy may result in termination

Please note that your supervisor, department VP/Director or HR can request documentation of your work-from-home deliverables or activities and have the discretion to determine that a ½ or full day time off is more appropriate.

Business Expense Reimbursement

The Company will reimburse employees for authorized expenses made on behalf of the Company by the employee. All expense reimbursement requests shall be submitted for approval on the Company Expense Report form (available on Intranet), with customer jobs noted and legible receipts attached as backup. Expense reimbursements are paid within 15 days of receipt. Expense reimbursement requests must be submitted timely and before the end of the month to support company business invoicing and planning. Late submittals may be denied.

When employees expense items, our accounting department will typically charge the client for these expenses. They are covered in our agreements as job related and include travel, hotel, meal, and out-of-pocket expenses related to a particular job. We are required to justify these expenses to our clients and provide monthly reports detailing the expenses.

Please use your best business judgment when expensing items. An item that comes up from time to time is taking a fellow employee to lunch to discuss a project. Without a client in attendance, this is not an appropriate business expense. There are exceptions to every rule, but it would be best to get prior approval if you are uncertain.

The Company will pay a specified amount per mile for employee vehicles used for Company business. The amount paid is in line with current year IRS recommended mileage costs. When submitting mileage reimbursements, you must show the calculation of how you came up with the total miles. The mileage calculation will be the actual miles traveled from the Company office to the destination and back to the office. When traveling to the destination from home or on the way home from the office, the calculation will be actual miles traveled, less the normal one-way daily commuting mileage, which is not a reimbursable expense. When traveling to a destination and not coming to the office, the calculation will be actual miles traveled, less the normal two-way daily commuting mileage, which is not a reimbursable expense. When making Company-sponsored trips, any parking costs incurred are also reimbursable.

When traveling out of town, train, airfare, hotel, and parking costs are reimbursable. Any arrangements that can be made ahead of time to take advantage of lower rates are encouraged. A reasonable amount for meals will also be reimbursed. You should use taxis, Uber, Lyft and/or airport shuttle service instead of a car service when necessary. When renting a car for out-of-town travel, please do not get any kind of insurance that is being offered. In case of an accident, Marriner is covered under our own insurance policies already in place.

A reasonable amount for meals while working overtime on the weekends can also be reimbursed with the appropriate approval for the overtime work.

Performance Evaluation

Performance reviews are normally held annually, on or about your hire date anniversary. These performance reviews carry no guarantee or obligation to increase your compensation. Any such increase in compensation would be at the discretion of management and based solely on performance.

Marriner has a defined performance review process and documents used by the manager for 360 cross-functional feedback and by employees for self evaluation. Please refer to the documents on the Marriner Intranet or schedule time with your supervisor/HR to discuss further.

Life-Threatening Illnesses

Marriner recognizes that employees with a life-threatening illness may wish to continue their employment. Marriner also recognizes that it must satisfy its legal obligation to provide a safe work environment for all employees and visitors to our office. As long as employees who have a life-threatening illness are able to maintain performance standards in accordance with established policies and procedures, and if the weight of medical evidence continues to indicate that the disease cannot be transmitted by casual workplace contact, employees with the disease will be permitted to continue to work.

In determining such an employee's ability to continue employment, information must be obtained from the employee's physician so that Marriner can explore the types of possible reasonable accommodations that may be recommended, consistent with the business needs of Marriner; established Marriner policy; and applicable federal, state, and local laws. Marriner will take reasonable precautions to ensure that information regarding medical conditions remains confidential.

Employees who have a contagious, life-threatening illness are required to notify Human Resources immediately.

Maternity Leave

Marriner supports employees as they grow their family. As a small/mid-sized company, Marriner does not currently provide compensated maternity leave. However, we do offer company-paid short-term disability coverage. Additionally, any accrued personal leave time may be applied during this period. Should the employee fail to return to work after the minimum statutory leave period (currently six weeks) without approval from the company, the employee may be considered to be a voluntary quit. Additional personal leave may be granted as a special exception by a Partner and requires written approval.

Bereavement

We know the loss of someone near and dear to you is a difficult circumstance. As you take time to grieve, we hope to support you through this period of mourning.

Marriner offers three days of paid time off from all work duties after the death of an immediate family member and one day of PTO for extended family members. If you need additional time, you can request up to two weeks through your supervisor using any accrued PTO or by taking unpaid leave.

Immediate family members are defined as:

- Spouse or domestic partner
- Parent
- Child (birth, foster, adopted, step, miscarriage)
- Sibling

Extended family members are defined as:

- Grand or great grandparent
- In law (mother, father, son, daughter)
- Aunt or uncle
- Niece or nephew

In the event of the loss of a loved one, please contact HR and your supervisor to request bereavement leave as soon as possible after the loss. We will confirm your request and any other necessary details. While unlikely, we reserve the right to ask for proof of death.

Jury Duty

Marriner recognizes and supports this civic responsibility and, to the extent possible, will accommodate your need for time off to serve jury duty as called. Employees will not be compensated by Marriner for time off work to serve this duty and will be required to take a vacation or sick/safe day.

If you are called to serve on a jury, you should submit your summons to your supervisor at least two weeks prior to the date of scheduled service. In situations where jury duty service requires that you serve only a brief portion of the regular working day, you should report to work each day to the extent reasonably possible.

EMPLOYEE CONDUCT

Dress Code

Marriner offers staff the opportunity to dress in casual wear. However, in order to present a professional image to our customers and to the public, it is important that employees use their best judgment in dressing appropriately. For staff that prefers to dress casually, there will be occasions when more traditional business attire will be appropriate—perhaps when meeting with customers.

Casual business wear encompasses many looks, but it really means casual clothing that is appropriate for an office environment. It means dressing in a way that allows you to feel comfortable at work, yet always looks neat and professional. Employees may not wear beachwear, workout attire, tank/halter tops, or distracting and/or revealing clothing.

Employees should consider each day's activities and dress appropriately for them. Supervisors and HR are responsible for interpreting our casual-business-wear dress policy.

Telephones and Voice Mail

Each employee is a Marriner representative when dealing with outside callers. Our commitment to high quality should be reflected in the courteous and professional manner in which our telephone contacts are handled, including speaking with individuals within the organization as well as with external contacts, such as customers, consultants, contractors, and vendors.

If the need arises to leave a message on an external voice mail or internally, the same courteous and professional conduct expected during live interactions governs your conduct. Under no circumstances may any of these systems be used for otherwise unacceptable purposes, such as disparaging remarks, inappropriate jokes, insensitive comments, or any other recording purposes, which would violate Marriner's code of personal conduct. Please refer to the following section on electronic communications for a discussion of inappropriate communications and the risk posed for the Company and for you as an employee. Similar rules and problems apply to voice mail messages that are left on recording systems. Staff will be subject to discipline, up to and including termination, for the violation of this policy.

Marriner does not restrict your use of Company telephones, provided your personal telephone usage does not interfere with the effective performance of your job responsibilities. However, making long-distance calls using Company phones is not permitted and is against Company policy. Please use your own personal phone for these calls.

Use of Electronics/Communications/Data Systems

Marriner employs many types of devices to facilitate communication among staff members as well as between staff and parties outside the organization. All the equipment, infrastructure, software, firmware, and supporting elements are the property of Marriner and have been acquired and put in service to support our business operations. Any standard or custom reports, Google sheets, SharePoint files and all business documents are also property of the company. An employee must add any passwords to the master password sheet and/or share with their manager. They are encouraged to save current copies on the server, not authorized to delete them or to limit other employee access at will. These documents were all created utilizing agency labor dollars, various agency resources and/or investing in outside supplier fees. Use of business assets by employees is subject to various guidelines delineated below. If you are unclear on the proper or acceptable use of any Company-owned equipment, please ask your supervisor for

clarification before using the equipment. Note that personal computers are never permitted for business use, as a work laptop/computer will be provided to you on the first day of employment.

Marriner's software and business equipment, including computers, Internet access, facsimiles, and copy/scanning machines, are to be used for business purposes only. Marriner expects that its for-business-purposes-only policy restrictions will be taken seriously. Staff will be subject to discipline, up to and including termination, for the violation of this policy. In addition, employees are responsible for taking good care of all Company property. In the event employees lose, misuse, or damage such property, they may be held personally liable for replacing or repairing the item.

The Company has provided direct access to the Internet and has established certain email accounts for its employees. This individual Internet access and email account have been established for the exclusive benefit of the Company and are intended **for Company business purposes only and are not intended for personal use**. This also applies to the socializing networks available on the Internet, i.e., Facebook, TikTok, etc. Unless an employee is using these social networks for a work-related function, they should access these social networks on their personal time using their own personal equipment. Please be reminded that all electronic information sent or received via the Company equipment and access is subject to inspection by management at any time.

Employees may access only the electronic files or software programs that they have permission to access. Unauthorized copying or use of computer software exposes both the Company and the individual employee to substantial fines and/or imprisonment. Employees may not load personal software onto the Company's computers system and may not copy software from the Company for personal use. All employees must contact their supervisor for permission to install any software on the Company's computer system.

Please be advised that the Internet contains pornographic and obscene material. The Company is not responsible for the content of any of the information available via the Internet or email access. Access to or reception of any pornographic or obscene material is strictly forbidden and a violation of Company policy.

The Company and its management shall not be held liable for any unauthorized, unprofessional or unethical use of the Internet by any of its employees. The Company reserves the right to restrict access to the Internet or email account use at its sole discretion.

Weapons-Free Workplace Policy

To ensure that Marriner is a safe workplace free of violence for all employees, the Company prohibits the possession or use of any weapons on Company property.

All Marriner employees are subject to this provision, including contract workers and temporary employees, as well as visitors and customers on Company property. A license to carry the weapon on Company property does not permit possession or supersede Company policy. Any employee in violation of this policy will be subject to disciplinary action, up to and including termination.

"Company property" is defined as all Company-owned or leased buildings and surrounding areas, such as sidewalks, walkways, driveways, and parking lots, under the Company's ownership or lease.

"Dangerous weapons" include firearms, knives, explosives, and/or any weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item they possess is not prohibited by this policy.

Marriner reserves the right at any time and at its discretion to search all Company-owned or leased property and all vehicles on that property, plus packages, containers, briefcases, purses, desks, enclosures, and persons entering its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination.

EMPLOYEE COMMUNICATIONS

Problem Resolution—Open-Door Policy

Your supervisor maintains an open-door policy and will try to answer your questions to the best of his or her ability. If you cannot obtain the information you need from this handbook or from your supervisor, please seek answers from the President, Partners or HR. Questions or concerns can arise in any organization and should be resolved before serious problems develop. You should feel free to discuss any work-related problems with your immediate supervisor, who should be the first person you contact for assistance. Should you perceive a problem with your work environment, or should a situation arise that you believe is detrimental to you or to the Company, you are encouraged to use the open-door policy to freely discuss the issue or submit something in writing through the Company's designated Anonymous Inbox.

Change of Status

It is to your advantage to advise Human Resources of all changes in your personal status. Some of the important items that should be kept current are your name, dependent status for income tax deductions and insurance coverages, home address, telephone number, e-mail, marital status, emergency contact, life insurance beneficiary, and educational status.

EMPLOYEE DISCIPLINE AND TERMINATION OF EMPLOYMENT

Employee Discipline

It is important for all Marriner employees to know what is expected of them while on the job. In most instances, your own good judgment will tell you the right thing to do. However, employees should be aware that any violation of Company policies, many of which are outlined in this Handbook, may result in the termination of employment.

Marriner expects its employees to demonstrate the highest standards of performance and to abide by the Company's various policies and procedures. The disciplinary procedure may be initiated by a supervisor in cases of employee performance deficiencies or misconduct. In the initial disciplinary action, an employee will usually be apprised, either verbally or in writing, of the performance deficiency and the necessary corrective action.

Examples of performance deficiencies subject to this sort of disciplinary action include inadequate quantity or quality of work, absenteeism, absence without calling, tardiness, abuse of lunch or break periods, inappropriate use of Company equipment, or other such violations of Company policy. Failure by an employee to take appropriate corrective action following a verbal or written warning may result in further disciplinary action, up to and including the termination of employment.

Termination

Marriner is an at-will employer, which means that the Company may terminate your employment at any time, with or without cause or notice.

The Company reserves the right to base termination decisions on any legitimate business consideration found sufficient, in the sole judgment of the management of Marriner, to constitute the basis for termination of employment. Such legitimate business considerations include lack of work, changing technologies, Company reorganization, adherence to the in-office policy, adverse economic conditions, unsatisfactory employee performance, or employee violation of Company policies and rules.

GROUP INSURANCE BENEFITS

Insurance & EAP Coverage

Marriner currently provides full-time employees individual healthcare benefits. Marriner pays 75% of the health insurance premium. Marriner is not obligated in any way to provide this coverage and may, at its sole discretion, change, modify, or eliminate the plan offered or premium contributions. Spouse and/or children can also gain access to healthcare benefits, with employee paying full cost for this extra coverage. **The enrollment date for healthcare coverage will be the first of the month following the first 30 days of employment.**

Marriner also offers company-paid short-term disability insurance, life insurance and Employee Assistance Program (EAP) sessions. Eligible employees can also opt to pay for long-term disability insurance or dental and vision coverage at a reduced cost. For additional information or questions about these benefits, please see Human Resources.

COBRA (Consolidated Omnibus Budget Reconciliation Act)

Terminated employees (except those terminated for gross misconduct) and their dependents who for certain specified reasons (age, death of the employee, divorce) cease to be eligible for continued Company-subsidized participation in the Marriner group medical insurance plan may elect to continue to participate in the plan at their own expense for a period of 18 months (in the case of an employee termination) to 36 months (for other qualifying events). Details on the cost of and eligibility for COBRA benefits are available from Human Resources.

Workers' Compensation

All Marriner employees are insured against work-related injuries or illnesses. Workers' compensation insurance provides payments for lost time and related medical expenses. Employee eligibility, payment of claims, income offset, etc., are governed by each employee's state.

If an employee should suffer a work-related accident or illness, such employee should immediately notify his or her supervisor so that appropriate report forms can be processed.

Retirement Program

Participation in the Company's 401k plan begins after **six months** of employment. Marriner currently contributes 3% of your total compensation (base salary, bonus and/or commission), after you have become eligible to participate in the plan. Your additional contributions to your retirement are optional yet recommended.

Marriner may also elect to pay 2% of your gross salary in profit sharing after you have become eligible to participate in the plan, based upon the profitability of the Company. This payment is made after the fiscal year has ended. The following vesting schedule, based on an employee's years of service, applies to such Marriner profit sharing contributions.

- 1 year – 20%
- 2 years – 40%
- 3 years – 60%
- 4 years – 80%
- 5 years – 100%

Marriner pays all administrative costs to maintain the plan. If an employee initiates any nonroutine transactions, such as in-service withdrawals, termination distributions, or loans, the individual employee account will be charged for these services. **Employees must be employed for a period of six months before they are eligible for participation.** Marriner is not obligated in any way to provide this 401k plan and may, at its sole discretion, change, modify, or eliminate the plan offered. Upon employment termination, employee shall be responsible for all 401k and profit-sharing administrative costs, should the employee elect to remain in the plan.

Accommodating the Disabled in Accordance with the ADA

The Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in employment practices. The ADA also requires that employers provide reasonable accommodations to qualified individuals with disabilities, so long as it does not impose an undue hardship on the employer.

Employees or applicants who believe that they have a disability necessitating an accommodation should contact their supervisor or Human Resources. It is the responsibility of the employee with a disability to self-identify and inform Marriner that an accommodation is requested. Documentation of the disability will be required. Requests for reasonable accommodations will be determined by management on a case-by-case basis involving a cooperative effort among the employee, the supervisor, and Human Resources, with due consideration of the documentation that has been submitted.

Reasonable accommodations or adjustments will be made to a job or work environment that affords an employee with a disability the opportunity to perform the essential functions of the job here at Marriner.

Reasonable Accommodations for Pregnant Workers Act

Effective October 1, 2013, Maryland employers with 15 or more employees must provide their pregnant employees with certain reasonable accommodations beyond the requirements of the Americans with Disabilities Act (ADA) and the Pregnancy Discrimination Act (PDA). The Reasonable Accommodations for Disabilities Due to Pregnancy Act (SB 784/HB 804) mandates that employers provide pregnant employees who are temporarily disabled with light duty assignments or transfers to less strenuous jobs, among other accommodations.

Under the law, if an employee requests a reasonable accommodation, Marriner shall explore with her all possible means of providing the accommodation, including (1) changing job duties, (2) changing work hours, (3) relocating work area, (4) providing mechanical or electrical aids, (5) transferring to a less strenuous or less hazardous position, or (6) providing leave.

If a pregnant employee requests a transfer to a less strenuous or less hazardous position as a reasonable accommodation, Marriner will transfer her for a period of time, up to the duration of her pregnancy, if: Marriner can provide the reasonable accommodation by transferring the employee without creating an

additional job it wouldn't otherwise have created, discharging another employee, transferring another employee with more seniority, or promoting an employee who isn't qualified to perform the job.

Marriner may require a pregnant employee to submit certification from her healthcare provider explaining the medical advisability of a reasonable accommodation. The certification form must include the date the reasonable accommodation became medically advisable, the probable duration of the accommodation, and an explanation of the medical advisability of the accommodation.

Drug-Free Work Environment

The Company intends to help provide a safe and drug-free work environment for our clients and our employees. With this goal in mind, we have established the following policy for existing and future employees of Marriner.

The Company explicitly prohibits:

- The use, abuse, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, adversely affects the safety of the employee or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, adversely affects the safety of the employee or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the Company or its customers, or while on Company business. Prohibited substances include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

The Company may conduct drug and/or alcohol testing under any of the following circumstances:

- **FOR-CAUSE TESTING:** The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment by or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

Genetic Information Nondiscrimination Act (GINA)

Genetic Information Definition

Genetic information includes any information about: (1) an employee's genetic tests, as well as the genetic tests of his or her family members; (2) an employee's family medical history; and (3) an employee's, or his or her family member's, participation in genetic research. A genetic test is an analysis of human DNA, RNA, chromosomes, or proteins that detects genotypes, mutations, or chromosomal changes. It does not include tests that reveal gender or age, tests for certain viruses or bacteria, alcohol or drug testing, or common medical tests such as blood counts or cholesterol analyses.

Marriner does not discriminate on the basis of genetic information with respect to compensation, terms, conditions, or privileges of employment.

Anti-Harassment Policy

Harassment is unlawful discrimination and a serious violation of Company policy. As such, harassment constitutes grounds for disciplinary action up to and including termination of employment.

It is the policy of Marriner to maintain a work environment free from harassment. Marriner will not tolerate harassment or intimidation of our employees on any basis prohibited by law, including race, creed, color, national origin, religion, age, sex, disability, marital status, citizenship, or sexual orientation. No form of discriminatory harassment, including sexual harassment, will be tolerated by Marriner.

Definition of Harassment

Harassment is verbal or physical conduct that demeans or shows hostility or aversion toward an individual because of his/her race, creed, color, national origin, religion, age, sex, disability, marital status, citizenship, or sexual orientation, or that of his/her relatives, friends, or associates and that (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes the following:

- Epithets, slurs, jokes, negative stereotyping or threatening, intimidating or hostile acts that relate to a person's race, creed, color, national origin, religion, age, sex, disability, marital status, citizenship, or sexual orientation
- Written or graphic material that demeans or shows hostility or aversion toward an individual or group because of race, creed, color, national origin, religion, age, sex, disability, marital status, citizenship, or sexual orientation and is posted on walls, bulletin boards, email or elsewhere within the organization's facilities or is circulated within the organization's facilities

Definition of Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual nature, from one of the opposite sex or from one of the same sex, when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment
- Submission to or rejection of such conduct by an individual is used as the basis for decisions affecting such an individual's employment
- Such behavior has the purpose or effect of unreasonably interfering with an individual's work performance or is so pervasive or severe that it creates an intimidating, hostile, or offensive work environment

Examples of sexual harassment include the following, when such acts or behavior come within one of the above definitions:

- Either explicitly or implicitly conditioning any term of employment (e.g., continued employment, wages, evaluation, advancement, assigned duties, or shifts) on the provision of sexual favors
- Touching or grabbing a sexual part of an employee's body
- Touching or grabbing any part of an employee's body after that person has indicated, or it is known, that such physical contact was unwelcome
- Continuing to ask an employee to socialize on or off duty when that person has indicated he or she is not interested
- Displaying or transmitting sexually suggestive pictures, objects, cartoons, or posters if it is known or should be known that the behavior is unwelcome
- Continuing to write sexually suggestive notes or letters if it is known or should be known that the person does not welcome such behavior
- Referring to or calling a person a sexualized name if it is known or should be known that the person does not welcome such behavior
- Regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of a person if it is known or should be known that the person does not welcome such behavior
- Retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g., ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.)
- Derogatory or provoking remarks about or relating to an employee's sex or sexual orientation
- Harassing acts or behavior directed against a person on the basis of his or her sex or sexual orientation
- Off-duty conduct that falls within the above definition and affects the work environment

What the Company Will Do If It Learns of Possible Sexual Harassment

In the event the Company receives a complaint of sexual harassment, or otherwise has reason to believe that sexual harassment is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. The Company is committed, and required by law, to take action if it learns of potential sexual harassment, even if the aggrieved employee does not wish to formally file a complaint. Every department VP/Director is responsible for promptly responding to, or reporting, any complaint or suspected acts of sexual harassment. VPs/Directors should report to Dotty Ashley (who has been designated to receive such complaints or reports), or to Tighe Merkert (the principal of this organization). Failure by a VP/Director to appropriately report or address such sexual harassment complaints or suspected acts shall be considered to be in violation of this policy.

Care will be taken to protect the identity of the person with the complaint and of the accused party or parties, except as may be reasonably necessary to successfully complete the investigation. It shall be a violation of this policy for any employee who learns of the investigation or complaint to take any retaliatory action that affects the working environment of any person involved in this investigation.

If the allegation of sexual harassment is found to be credible, the Company will take appropriate corrective action. The Company will inform the complaining person and the accused person of the results of the investigation and what actions will be taken to ensure that the harassment will cease and that no retaliation will occur. Any employee, supervisor, or agent who has been found by the Company to have harassed another employee will be subject to sanctions appropriate to the circumstances, ranging from a verbal warning up to and including dismissal.

If the allegation is not found to be credible, the person with the complaint and the accused person shall be so informed, with appropriate instruction provided to each, including the right of the complainant to contact any of the state or federal agencies identified in this policy notice.

What You Should Do If You Believe You Have Been Harassed

Any employee who believes that he or she has been the target of sexual harassment, or who believes he or she has been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop. If the employee does not wish to communicate directly with the alleged harasser or harassers, or if direct communication has been ineffective, then the person with the complaint is encouraged to report the situation as soon as possible to Dotty Ashley, to his or her department VP/Director, or to Tighe Merkert (the principal of this organization). It is helpful to an investigation if the employee keeps a diary of events and the names of people who witnessed or were told of the harassment, if possible.

If the complainant is dissatisfied with this employer's action, or is otherwise interested in doing so, he or she may file a complaint by writing or calling any of the following state or federal agencies:

1. **Maryland Attorney General's Office**, 200 St. Paul Place, Baltimore, MD 21202, 410-576-6300, 1-888-743-0023 (toll free, Maryland), Email: oag@oag.state.md.us, Fax: 410-576-6404, TTY: 410-576-6372, web: www.oag.state.md.us/. Complaints should be filed within 300 days of the adverse action.
2. **Equal Employment Opportunity Commission**, City Crescent Building, 10 S. Howard Street, Third Floor, Baltimore, MD 21201, Phone: 410-962-3932 or 1-800-669-4000, Fax: 410-962-4270, TTY: 410-962-6065 or 1-800-669-6820. Complaints must be filed within 300 days of the adverse action.
3. **Howard County Human Rights Commission**, 6751 Columbia Gateway Drive, Columbia, MD 21046-2150, Phone: 410-313-6430, TTY: 410-313-6401, Fax: 410-313-6468. Complaints must be filed within 360 days of the adverse action.

Each of these agencies can conduct impartial investigations and facilitate reconciliation, and if it finds that there is probable cause or reasonable grounds to believe sexual harassment occurred, it may take the case to court. Although employees are encouraged to file their complaint of sexual harassment through this employer's complaint procedure, an employee is not required to do so before filing a charge with these agencies.

In addition, a complainant also has the right to hire a private attorney, and to pursue a private legal action in state court within three or six years, depending on the type of claims raised.

CARES Act – Student Loan Repayment

In an ongoing effort to provide educational assistance and enhance benefits for its employees, Marriner will utilize Section 2206 of the CARES Act to assist with the repayment of student loans. Marriner shall afford this benefit to all eligible employees of Marriner up to the maximum amount of \$5,250 per year. By design, the law allows this payment to be tax exempt for an employee and excluded from gross income through December 31, 2025. This benefit and payment amounts are in the sole discretion of Marriner management and may be discontinued at any time by management.

AGREED: Employee Handbook - June 2023

Employee Name: _____

Employee Signature: _____

Date: _____