

# Handbook for California Employees



OUR VALUES  
**DRIVE VALUE**

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BRIDGE INVESTMENT GROUP

Version	Date	Author	Modifications
1	2.1.2019	KC	Published approved Version
2	10.10.2019	KC/SC	Added M/V and Information Security Policy
3	2.1.2020	KC/TF	Added Third Party Service Provider/ Contractor Policy Published approved updated version
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6	1.30.2023	KM	Updated Vacation Plans Updated Tuition Reimbursement Plan Added Media Protocol Statement Updated Modern Slavery Policy Updated Travel Policy Added No Smoking Policy
7	5.27.2024	KM	Added Professional Certifications, Licenses & Seminars Policy Updated Required Testing for Reasonable Suspicion Policy Updated Time Reporting/No-Show Policy Updated Tuition Reimbursement Policy Added Volunteer Time Off Policy Added link to Privacy Policy

			Updated EAP Access Information Added Immigration Policy Updated Workplace Visitor Policy
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## MISSION STATEMENT

Bridge seeks to be a globally trusted investment manager offering exceptional returns to our investors, pursued with uncompromising principles. We are a high-touch, detail-oriented investor in the commercial real estate and fixed income sectors.

We are a people business. It is a privilege to serve as steward of our Investors' capital. Our residents and tenants are the lifeblood of our assets. We strive to create vibrant communities where people are excited to live and work. We hire the best people and provide them with unparalleled opportunity to succeed and advance.

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## CORE VALUES

### TEAMWORK

We emphasize teamwork in everything we do.  
We thrive on collaboration, hard work and open and honest communication.  
We forge strong and inclusive relationships, trust each other, and win as a team.

### EXCELLENCE

We strive to be the best performing firm in our industry.  
We take pride in our performance and celebrate our achievements.  
We do what is right – for the right reasons.

### ACCOUNTABILITY

We stand behind our word and strive for continuous improvement in all that we do.  
We face facts and realities, and we embrace challenges.

### EMPOWERMENT

We empower our people to reach their full potential.  
We cultivate a diverse and inclusive culture of disciplined analysis and action.  
We believe that diversity is the only path to superior performance.

### SPECIALIZATION

We develop specialized investment and operating teams which have deep sectoral knowledge of the areas in which we invest. We use data, carefully analyzed and fully vetted, to complement decades of experience, in guiding our investment decisions.

### CREATIVITY & INNOVATION

We consistently reexamine how we operate and seek innovative solutions to improve our performance, at the asset level, at the Fund level and at the corporate level. New ideas are carefully examined and adopted if appropriate.

### RESPONSIBILITY

We invest and operate responsibly and believe that strong corporate and individual citizenship go hand-in-hand. We understand that responsible investing does not sacrifice returns but should in fact enhance risk and return characteristics through deliberate and thoughtful integration of environmental, social and governance best practices.

# Employee Handbook

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# **BRIDGE INVESTMENT GROUP**

## **WELCOME!**

We are excited to have you as part of our team. It has been said that exceptional growth begins by acquiring talented people. You have been hired because your talents, skills, and attributes match the standard of excellence to which we hold our company, and we believe you can contribute to the success of our company.

The relationships we build here in our company have always been our focus, our priority, and the key to our success. We are therefore committed to quality and unparalleled customer service in every aspect of our business. As the newest member of our growing team, we hope you find such a pursuit of excellence to be a rewarding part of your career. We know from experience that if you succeed, we all succeed.

This employee handbook is designed to serve as an introduction to our company and contains the key policies, benefits, expectations, and other information you will need to know as you begin your new career with us.

We look to the future with confidence, and we hope that your employment with us will bring you professional satisfaction and growth throughout the coming years. Working together, let's continue to grow as a place where we are proud to work.

Congratulations!

Bridge Leadership Team

# FOREWORD

The contents of this handbook, published September 15, 2024 apply to all California employees of Bridge Investment Group Holdings LLC; Bridge Property Management, LC; and Bridge Commercial Real Estate LLC (hereinafter referred to individually and/or collectively as the “Company” or “Bridge”).

Upon receiving this handbook, you will be asked to sign an “Employee Acknowledgment Form” which verifies that:

- You have received the handbook;
- You agree to familiarize yourself with its contents; and
- You agree to abide by all Company policies and practices described herein.

Signing the “Employee Acknowledgment Form” is a condition of your employment or continued employment with the Company.

Whether you have just joined our staff or have been with the Company for a while, we are confident that you will find our company to be a dynamic and rewarding place to work, and we look forward to a productive and successful partnership with you. Our employees are our most valuable resources, and this handbook has been written to serve as your guide for employer/employee expectations and policies.

This handbook contains only basic information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should direct your specific questions to the Human Resources Department. Neither this handbook nor any other Company document confers any contractual right, either expressed or implied, to remain in the Company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Employment with the Company is at will and it is not for any specific time and may be terminated at will with or without cause and without prior notice by the Company; or you may resign for any reason at any time. Any employee whose salary is greater than \$100,000 will not be engaged without approval of the Executive Committee and/or Board.

The procedures, practices, policies, and benefits described herein may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This handbook, and the information in it, should be treated as confidential. No portion of this handbook should be disclosed, except to an employee or an affiliate with the Company who requires the information for the normal course of business.

Some subjects described in this handbook are covered in detail in official policy documents. Refer to those documents when more specific information is required as this handbook only briefly summarizes guidelines and benefits.

For more information regarding the Company's Privacy Policy, please visit <https://www.bridgeig.com/privacy>.

# NATURE OF EMPLOYMENT

Employment with the Company is voluntarily entered into and you are 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, so long as there is no violation of applicable federal or state law.

**Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the Company and any of its employees. The provisions of the handbook have been developed at the discretion of the Company and, except for its policy of employment-at-will, they may be amended or cancelled at any time at the Company's sole discretion. Neither this handbook nor any other policy statement or communication can create a binding contract of employment concerning how long a person can hold a job nor whether some notice must be given, procedure followed, or standard met before an employee's job status can be changed.**

This handbook supersedes all prior statements, summaries and understandings on these subjects. No representative of the Company, other than a member of the Executive Committee, has any authority to enter into any arrangement modifying or supplementing the provisions of this handbook, and any such arrangement will be in writing and signed by a member of the Executive Committee.

# DIVERSITY

## **Equal Employment Opportunity Statement**

We are committed to providing equal employment opportunities to all employees and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, religious creed (including religious dress and grooming practices), color, sex (including childbirth, breast feeding and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, disability (mental and physical), reproductive health decision-making, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, use of cannabis off the job and away from the workplace, or any other protected status in accordance with all applicable federal, state and local laws.

This policy extends to all aspects of our employment practices, including, but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment

## **Policy Against Unlawful Harassment, Discrimination, and Retaliation and Complaint Procedure**

The Company is committed to a work environment free of unlawful harassment, discrimination, and retaliation. In furtherance of this commitment, the Company strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, religious creed (including religious dress and grooming practices), color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, disability (mental and physical), reproductive health decision-making, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, use of cannabis off the job and away from the workplace, or any other protected status in accordance with all applicable federal, state and local laws.

The Company's policy against unlawful harassment, discrimination, and retaliation applies to all employees, including supervisors and managers. It also applies to all customers, vendors, and independent contractors as well as to all unpaid interns and volunteers (all of whom are designated for the terms of this policy as "Business Associates"). The Company prohibits managers, supervisors, and employees from harassing subordinates or co-workers as well as the Company's Business Associates. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Company likewise prohibits its Business Associates from harassing our employees,



unpaid interns, and volunteers.

### ***Examples of Prohibited Sexual Harassment***

Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender transition, gender identity or expression, or sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwanted sexual advances or flirtation;
- Offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images;
- Verbal sexual advances, propositions, requests, or comments;
- Electronically sending or posting sexually-related text messages, videos, or images;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's appearance or anatomy, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, kissing, groping, assault, or blocking movement;
- Physical or verbal abuse concerning an individual's gender, gender transition, gender identity, or gender expression; and
- Verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks regarding an individual's gender presentation.

### ***Other Examples of What Constitutes Prohibited Harassment***

In addition to the above listed conduct, the Company strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, insults, and any other offensive remarks based on a protected characteristic;
- Jokes, whether written, verbal, or electronic, that are based on a protected characteristic;
- Mocking or ridiculing another's religious or cultural beliefs, practices, or manner of dress;
- Threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- Inappropriate verbal, graphic, or physical conduct, including practical jokes based on a protected characteristic;
- Electronically sending or posting harassing text messages, videos, or images; and
- Other harassing conduct based on one or more of the protected characteristics identified in this policy.

If you have any questions about what constitutes prohibited harassing behavior, ask your supervisor or Human Resources.

### ***Prohibition Against Retaliation***

The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity;
- Assisting another employee who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and practices. In addition, the Company will not penalize or retaliate against an employee who is a victim of domestic violence, sexual assault, or stalking for requesting leave time or accommodations in the workplace to ensure the employee's safety and well-being.

***What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against, or Retaliated Against***

If you feel that you are being or have been harassed, discriminated against, or retaliated against in violation of this policy by any employee, supervisor, manager, or Business Associate of the Company, you should immediately report it to your manager or supervisor or to Human Resources as follows:

- In person, at the Human Resources Department, Bridge Investment Group, 111 Seego Lily Dr, Ste 400., Sandy, UT 84070; or
- By telephone, at 801-716-5400, option 2, or
- By e-mail, at hrconfidential@bridgeig.com.

In addition, if you observe harassment by another employee, supervisor, manager, or Business Associate, please report the incident immediately as indicated above.

Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to Human Resources.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention, so we can take appropriate steps to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Company prohibits employees from refusing to cooperate with internal investigations and the internal complaint procedure. All complaints of unlawful harassment reported to management will be treated as confidentially as possible, consistent with the Company's need to conduct an adequate investigation.

**Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.** Moreover, any supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. **Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.**

## **Reasonable Accommodations**

The Company is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees' religious beliefs and practices. This policy extends to all aspects of our employment practices, including, but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or employees' religious beliefs and practices, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual.

If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or practices, please notify Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to Human Resources. You are encouraged to utilize this procedure without fear of retaliation.

## **Pregnancy Accommodations**

The Company will provide reasonable accommodations to qualified employees for known limitations related to the pregnancy, childbirth, or related medical conditions of a qualified employee. If you require an accommodation to perform the essential functions of your job for known limitations related to pregnancy, childbirth, or related medical conditions, please notify Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations. Possible accommodations may include, but are not limited to:

- acquisition or modification of equipment;
- more frequent or longer rest breaks;
- assistance with manual labor;
- job restructuring;
- light duty assignments;
- modified work schedule;
- temporary transfer to less strenuous or hazardous work; or
- time off to recover from childbirth.

If the Company determines that all other reasonable accommodations create an undue hardship for the Company and/or pose a direct threat to the health or safety of others in the workplace and/or to the individual, the Company may require employees to take a leave of absence, subject to the provision of medical documentation of the employee's need. If the employee does not have available leave or does not qualify for any state or federal protected leaves, the Company will provide any leave of absence to the extent leave is otherwise provided to eligible employees.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to Human Resources. You are encouraged to utilize this procedure without fear of retaliation.

# EMPLOYMENT

## Employee Classification Categories

All employees are designated as either non-exempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the Company.

**Non-exempt employees** include all employees who are covered by the overtime provisions of the Fair Labor Standards Act and California state law.

**Exempt employees** include all employees who are classified by the Company as exempt from the overtime provisions of the Fair Labor Standards Act and California state law.

If you have any questions concerning your employee classification or the benefits for which you qualify, please consult Human Resources or the applicable benefit plan document.

The Company has established the following categories for both non-exempt and exempt employees:

- **Regular full-time:** Employees who are not in a temporary status and who regularly work the Company's full-time schedule of at least 30 hours per week or 130 hours per month. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program. The plan document ultimately governs your entitlement to benefits.
- **Rehired regular full-time:** Employees who previously worked for the Company. They must not be an employee for more than 15 days in order to be considered a rehired employee. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program after completing 60 days of employment at the beginning of the following month.
- **Regular part-time:** Employees who are not in a temporary status and who are regularly scheduled to work less than 30 hours per week, as determined by the Company at its sole discretion. If a part-time employee works more than 40 hours per week, they will be paid for overtime worked, but does not become eligible for employee benefits unless their status is changed to regular full-time and meets the 60-day requirement, unless certain benefits are required under state or local law. If status is changed to regular full-time, the employee will become eligible for benefits the first day of the month following the change in status. Benefits include but are not limited to health benefits, PTO, holiday pay and any other paid leaves. A 12-month measurement period is in effect to determine a transition from part-time to full-time status.
- **Temporary or Seasonal:** Temporary employees are those employed to work seasonally, on special projects for short periods of time, or on a "fill-in" basis. These positions are not intended to be a part of continuing operations. The employment status of temporary employees will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by

applicable law, temporary employees are not eligible for Company benefits, and temporary employees remain employed at will at all times.

## Immigration Policy

General: No person may be employed by Bridge Investment Group without the requisite citizenship or immigration status authorizing the employment. If an individual is not a U.S. citizen, the individual must have immigration status which authorizes employment with the Company. Throughout all periods of employment, it is the individual's responsibility to maintain a lawful status that authorizes the employment in question. In order to obtain or maintain such status, the Company may be requested or may desire to sponsor an individual (i.e., act as the petitioner) for a visa. This policy pertains to those visas for employees for which the Company is regularly requested to act as a sponsor (i.e., H-1B or permanent resident visas). Visa sponsorships are typically reserved for corporate employees.

Various laws and regulations enforced by various federal agencies govern the sponsorship and employment of foreign nationals. Because the process to sponsor a foreign national for employment at the Company is complex, **no employee or department shall authorize sponsorship by the Company of any visa, nor shall execute any documents relating thereto, without the approval of Human Resources, who works in collaboration with General Counsel and approved outside counsel.** Failure to obtain authorization for sponsorship as set forth herein may result in the revocation of sponsorship.

An agreement by the Company to sponsor a foreign national for a non-immigrant or permanent residency visa does not create, nor should be construed as creating, a binding contract of employment between the foreign national and the Company, nor does actual sponsorship by the Company of a visa guarantee employment or continued employment of the foreign national. Furthermore, the approval by the United States Citizenship and Immigration Services (USCIS) of a certain length of stay for a foreign national on a non-immigrant visa does not create a binding contract of employment between the Company and the foreign national for that length of stay. Foreign employees with non-immigrant visas and permanent residency shall be treated like any other employee of the Company: they are subject to the same policies and procedures and shall have the same benefits and responsibilities as any other Company employee in a similar position.

**Procedure for Inquiry:** Human Resources/the Company's internal Immigration Specialist will not handle inquiries about non-immigrant or permanent resident visa sponsorship directly from employees but will only accept inquiries from managers or heads of the department. Human Resources/the Company's internal Immigration Specialist shall be the contact with General Counsel and approved outside counsel unless exceptional circumstances require a manager or division leader to contact General Counsel directly. A department or division of the Company shall not retain, or otherwise directly consult with, outside counsel except as approved by Human Resources/the Company's internal Immigration Specialist and/or General Counsel.

## Types of Visas:

### 1. Nonimmigrant (Temporary) Visas:

- a. There are different types of non-immigrant visas that can authorize employment at the Company. Which visa is appropriate for a foreign national depends on that person's circumstances and shall be determined by Human Resources/the Company's internal Immigration Specialist and outside counsel. These visas generally authorize employment only for the specific position for which the Company sponsors the foreign national and only for a temporary period of time.

### 2. Immigrant (Permanent) Visas:

- a. Generally, the Company may consider sponsoring a foreign national for permanent residence (i.e., a green card) when it intends to hire (or continue the employment of) a foreign national in a full-time position of indefinite duration. Obtaining permanent residence on behalf of an employee requires a substantial commitment of Company resources. Accordingly, the Company will sponsor a foreign national for permanent residency only when there is a reasonable expectation that the individual will be employed by the Company for a substantial period of time. The sponsorship by the Company of permanent residence for a foreign national is not an employee's right and there is no guarantee of sponsorship or that a permanent residency visa will be obtained. The Company's sponsorship of a permanent residency application shall in no way imply or obligate the Company to favorable action on future retention or promotion applications.
- b. The Company will not sponsor an employee for permanent residence unless that employee has been working at the Company on an appropriate non-immigrant working visa (i.e., J-1, H-1B, or O-1 visa) for at least one (1) year, is in good standing and not currently under any disciplinary action or performance improvement plan.

**Expiration of Employment Authorization:** Although each foreign individual employed at the Company is responsible for maintaining a valid status that authorizes their employment at the Company and for renewing such status in the event it expires, the Human Resources/the Company's internal Immigration Specialist shall also monitor, **as a courtesy**, the expiration dates of employment authorization of foreign employees, to ensure that each employee maintains valid employment authorization at all times.

**Fees & Costs:** The Company may decide to cover most Immigrant Visa sponsorship costs for sponsorship of a foreign national employee. In general, no fees are covered for dependent family members (spouse and children under the age of 21); however, foreign national employees and dependent family members may work with the Company's designated immigration law firm to process such applications, ensuring the most efficient and often the most cost-effective immigration processing. Please reach out to Human Resources/the Company's internal Immigration Specialist for further information.

The need for Premium Processing (expedited government processing) filings will be considered by the Company on a case-by-case basis to determine whether there is a business need. If a business need exists, the Company will cover such Premium Processing fees. If the Company decides that Premium Processing is not supported by a business need, foreign national employees may still request such a filing and pay out of pocket for such fee(s) where legally permitted.

The Immigration Visa process may be stopped after initiation due to business needs, employee performance, or other criteria as determined by the Company.

## **Background and Reference Checks**

To ensure that individuals who join the Company are well qualified and to ensure that the Company maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form.

Should you have questions regarding the Company's background and reference policy, please contact Human Resources.

### ***Motor Vehicle Reports***

Only authorized employees may operate Company vehicles. Employees that are required to drive their own vehicle or rent a vehicle for Company purposes will be required to have their driving records reviewed on a regular basis. The employee's driving record will be reviewed by management to determine whether the employee is authorized to drive on behalf of the Company. Employees will also be required to provide proof of personal vehicle insurance coverage periodically.

## **Internal Transfers/Promotions**

Supervisors are responsible for making any changes to an employee's status that will affect either the employee's pay or their job title. The Company may initiate transfers of employees between departments and facilities to meet specified work requirements and reassignment of work requirements. Increases to the employee's pay are generally made by the recommendation of the employee's supervisor.

The Company offers employees promotions to higher-level positions when appropriate. Management prefers to promote from within and may first consider current employees with the necessary qualifications and skills to fill vacancies above entry level candidates, unless outside recruitment is considered to be in the Company's best interest.

Employees have a responsibility to make sure that any other changes in status are completed, signed, and forwarded to the Payroll department in a timely manner. These would include a change of address as we are required by law to mail certain items (i.e., W2's, insurance cards and COBRA notifications) to the employee's home address. Even if an employee should leave the Company, it is their responsibility to make sure that the Payroll department has their current mailing address.

In the event that an employee's filing status changes from single to married or from married to single, or their number of dependents increases or decreases, a corrected W4 must be submitted to the Payroll department as soon as the change occurs. Check the "Benefits" section for how to make changes if an employee has insurance coverage.

## Internal Application Process

### *Employee*

#### *Policy*

Employees may apply for a transfer opportunity provided they meet the following eligibility requirements:

- Signed approval to apply for position from current supervisor.
- Meet the minimum experience, skill, and education qualifications for the open position.

Employees interested in applying for an open position can apply through the official Company applicant tracking system or contact the Company recruiter. Employees must complete the internal position application before a formal interview is scheduled.

Before submitting the internal position application form, employees must discuss with their supervisor of their intent to apply for an internal position. Supervisors shall not retaliate against an employee who requests consideration for a transfer. Employees that are denied an opportunity to complete the internal application process through the supervisor approval process have the right to file an appeal through the Company Human Resource Department. Supervisors should not actively recruit within the Company and should work with the Company recruiter for any potential internal applicants.

Transfer timing should be discussed and agreed upon between the current and new supervisors. Factors such as the urgency to fill the position, status of the employee's present workload and difficulty in filling the employee's present position are to be considered in determining a transfer date.

#### *Open Position Exceptions*

The Company will typically not post positions to be filled within a department, or by employees returning from a medical, family, military, or personal leave of absence, or by employees whose position is being eliminated (due to reorganization or reduction in headcount), or based on other special circumstances.

#### Manager/Supervisor

**Before signing the internal job application request, the employee's current supervisor must discuss with the employee their desire to apply for an internal position.** When the hiring manager receives the signed authorization, it is recommended that they reach out to the employee's current supervisor to review employee's decision to apply. Supervisors shall not retaliate against an employee who requests consideration for a transfer. Hiring managers are required to notify the employee's current supervisor to inform them if an offer has been made and accepted. Both managers will discuss next steps and agreed on timeline for transfer to ensure all current and future departmental needs are considered when deciding the employee's official transfer and start date.

Supervisors should not actively recruit within the Company and should work with the Company recruiter for any potential internal applicants who have the qualifications and expressed an interest in applying for the open internal position.



Employees that are denied an opportunity to complete the internal application process through the supervisor approval process have the right to file an appeal through the Company Human Resource Department.

### ***Compensation***

Hiring managers are expected to discuss and confirm the employee's current salary and rate of pay with both the employee and the Human Resources Department prior to extending an offer. Hiring managers may grant a salary increase, within Company pay scale guidelines, for a promotion (**a move to a job in a higher level**). In general, no salary increase should be provided for a lateral transfer (**a move to a similar job in the same level**) because there is no increase in the level of responsibility. When an employee transfers to a job in a lower salary, the manager should consult with the Human Resources Department. Typically, the employee's salary or hourly rate should be reduced because the level of responsibility has decreased.

## **Nepotism, Employment of Relatives, and Personal Relationships**

Decisions about hiring, promoting, evaluating, awarding salary increases, and terminating employees are based on qualifications for the position, ability, and performance. Every attempt is made to avoid favoritism, the appearance of favoritism, and conflicts of interest in employment decisions.

To avoid accusations of favoritism, abuse of authority and sexual harassment, we prohibit supervisors from dating employees who report to them. This restriction may extend to every manager within two levels above an employee, regardless of team or department to facilitate moving or promoting employees.

Supervisors are strictly forbidden from dating their direct reports. If this occurs and relationship is not reported to Human Resources, the supervisor may face disciplinary action, up to and including termination.

The Company reserves the right to take action when relationships or associations of our employees impact our mission. This policy is intended to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace. It also seeks to avoid the perception of favoritism, conflicts in loyalty, discrimination, the appearance of impropriety, and conflicts of interest.

If employees begin a dating relationship or become relatives, partners, or members of the same household they are required to inform management and Human Resources of the relationship within 14 days of that union. If an individual directly supervises another employee in which they are currently in a relationship or a family member all employment raises, promotions, and disciplinary action for that individual will be conducted by a different supervisor higher in the chain of command. The Company reserves the right to transfer individuals from situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

## **Connected Hire Policy**

Bridge Investment Group is an equal opportunity employer and supports the prevention of unfair nepotism practices to ensure that fair hiring practices are utilized at all times. To ensure that our organization and hiring processes are free of any conflict of interest, we have adopted this policy to ensure that potential connected hires are handled equitably and transparently. It is acknowledged that this policy

is an update of prior policies in place by the company with respect to this issue and therefore the Company will “grandfather” existing relationships but put into place appropriate procedures to make sure the intent and purpose of this policy is adhered to even where prior conflicts exist.

### ***Intent***

The purpose of this policy is to:

- Legitimately prevent a conflict of interest or the appearance of a conflict of interest that arises through a connected hire. A connected hire is defined as the hiring or employment of friends and relatives; and/or the friends and relatives of investors, regulators or officials to whom the Company has an obligation.
- Legitimately prevent the misuse of authority and influence or the appearance of such misuse.

### ***Policy***

The Company will not discriminate in its hiring practices on the basis that a person is a connected hire. To this end, connected hires are eligible for employment with the Company provided that:

- The hiring process is open and equitable, and candidates are selected in accordance with the company’s hiring related policies;
- The Company will accept applications from, and consider a connected hire if the candidate has all the requisite qualifications and is properly vetted through the talent acquisition vetting process;
- A family member or friend shall not be considered for employment if by doing so, it might create a direct or indirect managerial/subordinate relationship with the friend or family member, or if their employment could create a conflict of interest;
- The Company employees, regulators or government officials do not directly or indirectly influence the selection and hiring process in which their relative or friend is a candidate;
- Managers and supervisors exclude themselves from any hiring process where their relative or friend is a candidate;
- A direct or indirect supervisor/subordinate reporting relationship is not created between such employees; and/or
- Relatives and friends are not employed in positions where a real or potential conflict of interest exists. If a real or perceived conflict of interest arises due to marriage/cohabitation, or if two or more related employees work in a situation where there is a real or perceived conflict of interest:
  - The employees will notify their manager/supervisor or Human Resources.
  - The manager/supervisor and Human Resources will work together to assess the situation and determine whether there is a real or perceived conflict of interest. If there is a real or perceived conflict of interest, the Department Manager will be informed.
  - The Department Manager, in consultation with Human Resources and the manager/supervisor, will make reasonable efforts to investigate suitable options within the Company for one of the related employees.
  - A direct or indirect supervisor/subordinate reporting relationship which may currently exist

will require approval and oversight from a more senior member of Executive management who will work with Human Resources as it relates to matters of salary, bonus, and promotion and the connected staff member will need to abstain from any final decisions related thereto.

## **Separation of Employment**

Separation of employment within an organization can occur for several different reasons.

- **Resignation:** Although we hope an individual's employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the Company. Management reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where job or business needs warrant such action. If an employee provides less notice than requested, the Company may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.
- **Retirement:** Employees who wish to retire are required to notify their supervisor and the Human Resources department in writing at least one (1) month before the planned retirement date.
- **Job abandonment:** Employees who fail to report to work or contact their manager directly for two (2) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the second day. The supervisor shall notify the Human Resources department at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are terminated due to job abandonment are ineligible for rehire.
- **Termination:** Employees of the Company are employed on an at-will basis in accordance with state law, and the Company retains the right to terminate an employee at any time.

## ***Return of Company Property***

- The separating employee must return all Company property at the time of separation. Company property may include uniforms, cell phones, keys, PCs, Company cash and identification cards.
- All Company Information Technology equipment and resources ("IT") are the Company's property. All information that is temporarily or permanently stored, transmitted, or received with the aid of Company IT remains the sole and exclusive property of the Company.
- In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on Company IT, and all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on non-Company computers used for Company business that relates in any manner to the Company's business is subject to monitoring by the Company, is the exclusive property of the Company and may not be copied or transmitted to any outside party or used in any manner that violates this policy.
- All software that has been installed on Company IT may not be used in any manner that violates this policy.

- Upon termination of employment, employees are prohibited from removing any software, documents, or data from Company IT and must completely remove all data collected, downloaded, and/or created on non-Company computers used for Company business that relate in any manner to the Company's business. Upon request of the Company, a terminating employee will provide proof that such data has been removed from all personal computers used for Company business.

#### ***Vacation Time***

- Accrued vacation leave will be paid in the last paycheck as outlined in the vacation policy.

#### ***Health Insurance Termination***

- Health insurance terminates on the last day of the month of the termination date. Employees will be required to pay their share of the health and dental premiums through the end of the month on their final check. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be mailed to the employee.

#### ***Rehire***

- Former employees who left the Company in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources department, and the applicant must meet all minimum qualifications and requirements of the position.
- Previous tenure over 1 year is counted towards leave accruals but not health insurance benefits.
- An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

#### ***Management's Open-Door Policy***

- The Company is committed to having a collaborative environment with direct communication between employees and management. In an effort to foster open communications, employees are encouraged to first discuss any question, concern, or problem with their immediate supervisor. These are the individuals who are in the position to resolve most issues or questions effectively. If an employee takes a concern to their immediate supervisor but feels the problem has not been fully resolved, they are encouraged to proceed to the next level of management.

# WORKPLACE SAFETY

## Drug-Free Workplace

The Company has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, the Company is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment of the Company.

### *Employee Assistance and Drug-Free Awareness*

Illegal drug use and alcohol misuse have a number of adverse health and safety consequences. Information about those consequences and sources of help for drug/alcohol problems is available through the Company Employee Assistance Program (EAP) at 888-628-4824 to assist employees with drug and/or alcohol related problems.

Employees should report to work fit for duty and free of any adverse effects of illegal and or legal drugs, including cannabis or THC-containing products, regardless of whether it is permitted under state law. Employees must consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

Employees are prohibited from the use or possession of alcohol or cannabis or THC-containing products at any time in the workplace or during hours of employment.

### **No Smoking Policy**

The Company maintains smoke- and tobacco-free offices. No smoking or other use of tobacco products (including, but not limited to, cigarettes, e-cigarettes or vaping devices, pipes, cigars, snuff, or chewing tobacco) is permitted in any part of the building or in vehicles owned, leased, or rented by the Company. Employees may smoke outside in designated areas during breaks. When smoking or otherwise using tobacco or similar products outside, do not leave cigarette butts or other traces of litter or tobacco use on the ground or anywhere else. No additional breaks beyond those allowed under the Company's break policy may be taken for the purpose of using tobacco or similar products. Dispose of any litter properly in the receptacles provided for that purpose.

### **Alcohol Consumption at Company Functions**

The Company takes steps to limit the consumption of alcohol at Company functions. The possession, consumption, or use of alcoholic beverages at Company functions may occur only with prior approval from the executive in charge of the host group. After granting approval, that executive has ultimate

responsibility for ensuring that employees adhere to the guidelines presented below.

Managers and employees are responsible for adherence to Company policy. Failure to do so may result in disciplinary action up to and including termination. Excessive alcohol consumption may endanger the health and safety of employees and others around them in addition to tarnishing the Company's reputation.

Company functions to which this policy applies may include, but are not limited to: receptions for business guests, civic or business organizations; Company sponsored parties; department picnics and outings; and year-end recognition events.

### ***Work Rules***

The following work rules apply to all employees:

- Whenever employees are working, operating any Company vehicle, present on Company premises, or conducting related work off-site, they are prohibited from:
  - Using, possessing, buying, selling, manufacturing, or dispensing illegal drugs and cannabis or THC-containing products (regardless of prescription) or other unauthorized, mind-altering, or intoxicating substances.
- Having any such illegal drugs or unauthorized, mind-altering, or intoxicating substances in their system.
- Having excessive amounts of otherwise lawful controlled substances in their systems, or (c) being impaired by cannabis or THC-containing products. Nothing in this policy prohibits the lawful use of cannabis or THC-containing products when an employee is not working and not on Company property so long as an employee is not impaired by psychoactive THC when reporting to work.
- With the exception of medically prescribed cannabis products or THC-containing products, the proper use of medication prescribed by your physician is not prohibited when working; however, we do prohibit the misuse of prescribed medication. The Company will not allow any employee to perform their duties while taking prescribed drugs including medical cannabis or THC-containing products that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

### ***Required Testing***

The Company retains the right to require the following tests:

- **Pre-employment:** Various Department applicants are required to pass a drug test before beginning work or receiving a conditional offer of employment, subject to state and local law. This is determined by the vertical or position the applicant applies for.

- **Reasonable suspicion:** Employees are subject to testing based on (but not limited to) observations by members of management of apparent workplace use, possession, or impairment. Human Resources must be consulted before sending an employee for testing. Management must use the Reasonable Suspicion Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol.
- **Post-accident:** Employees are subject to testing when they cause or contribute to accidents that damage a Company vehicle, machinery, equipment, or property and/or result in an injury to themselves or another if there is reasonable basis to assume that drug or alcohol use contributed to the accident. Reasonable suspicion may arise from the factors listed below, noted on the Reasonable Suspicion Observation checklist. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner. Employees are to go to Company-designated testing sites, unless prohibited by state or local laws. Injury or accident-based testing does not apply where the incident or accident is unlikely to have occurred as a result of drug or alcohol use, or where the cause of the incident or injury is known or clear (e.g., back sprains from lifting a heavy object, bug bites that require treatment, etc.).

**Examples include:**

- Observation (employee was observed using a prohibited substance on the job, results of drug searches or other detection methods, supervisory observation)
- Complaints (co-worker reports or complaints)
- Behavioral (performance decline, attendance or behavioral changes, or involvement in work-related injury or accident)
- Movements (unsteady, fidgety, dizzy)
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements)
- Face (flushed, sweating, confused or blank look)
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts)
- Emotions (argumentative, agitated, irritable, drowsy)
- Actions (yawning, twitching)
- Inactions (sleeping, unconscious, no reaction to questions)

If a dilute result occurs, individuals will be given one additional opportunity to provide a valid specimen. The individual is required to have the second test performed within 24 hours of notification. The result of the second test will determine whether the individual is either eligible for employment or to continue their employment. An employee, who receives any of the following results will be terminated and is disqualified from consideration for employment for one year from the date of the test result:

- verified positive
- second negative dilute
- second sample outside the allowed temperature range
- cancelled – invalid result where the donor’s explanation is not accepted by the MRO (medical review officer)
- verified adulterated
- verified substituted
- Nothing in this policy shall be construed to discourage or discriminate against any employee solely for reporting a workplace injury or accident.

When reasonable suspicion testing is warranted, management and/or Human Resources will meet with

the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result. Testing may include urinalysis, oral swab, saliva tests, or other forms of testing consistent with state and/or local law.

Applicants who refuse to submit to a drug test, who have been found to have tampered with or altered a drug test, or tests positive for prohibited substances will not be hired. Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, distribute or dispense any drug in violation of this policy will be subject to disciplinary action, up to and including termination.

Employees will be paid for time spent in alcohol/drug testing. Employees then will be suspended pending the results of the drug/alcohol test. After the results of the test are received, a date/time will be scheduled to discuss the results of the test. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

Under no circumstances will the employee be allowed to drive themselves to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

### ***Consequences***

Applicants who refuse to submit to a drug test, who have been found to have tampered with or altered a drug test, or who tests positive for prohibited substances will not be hired. Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense any drug in violation of this policy will be disciplined up to and including termination.

Employees will be paid for time spent in alcohol/drug testing. Employees then will be suspended pending the results of the drug/alcohol test. After the results of the test are received, a date/time will be scheduled to discuss the results of the test. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment. Violations include but are not limited to the following:

- Refusing to cooperate with searches or investigations
- Failing to execute testing consent forms when required by the Company
- Refusing to submit to testing or not showing up for a scheduled test
- Tampering with any testing sample
- Testing positive for illegal drugs or unauthorized, mind-altering, or intoxicating substances
- Testing positive for excessive amounts of otherwise lawful controlled substances
- Testing positive for psychoactive THC and the Company believes you are impaired

### ***Confidentiality***

The Company will use best efforts to protect information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations. They shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.



### ***Inspections***

The Company reserves the right to inspect all portions of its premises for drugs, alcohol, or other contraband. All employees, contract employees, and visitors may be asked to cooperate in inspections of their persons, work areas, and property that might conceal a drug, alcohol, or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate disciplinary action, up to and including termination.

### ***Crimes Involving Drugs***

The Company prohibits all employees from manufacturing, distributing, dispensing, possessing, or using an illegal drug, including cannabis or THC-containing products (regardless of prescription), regardless of whether permitted under state law, in or on Company premises or while conducting Company business. Employees are also prohibited from misusing legally prescribed or over-the-counter drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.

## **Workplace Bullying**

The Company defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates the Company Rules of Conduct. All employees should always be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors and executives, that the Company will not tolerate bullying behavior. Employees found in violation of this policy will be subject to disciplinary action, up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when determining discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The Company considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; damage to a person’s work area or property.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

If you witness bullying, or believe you have been a victim of bullying, please report the conduct immediately. For more information regarding reporting such conduct, please see the policies above regarding harassment and discrimination. Please contact Human Resources immediately if you have any concerns or questions. Employees may report concerns of work-place bullying without fear of reprisal.

## **Violence in the Workplace**

All employees, customers, vendors, and business associates must be treated with respect at all times.

Employees are expected to refrain from conduct that may be dangerous to others. Conduct that threatens, intimidates, or coerces another employee, customer, vendor, or business associate will not be tolerated. The Company resources may not be used to threaten, stalk, or harass anyone at the workplace or outside the workplace. The Company treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence, and suspicious individuals or activities should be reported as soon as possible to a supervisor, Human Resources, or local law enforcement as necessary. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Human Resource department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. The Company will not retaliate against employees making good-faith reports. The Company is committed to supporting victims of intimate partner violence by providing referrals to the Company's employee assistance program (EAP) and community resources. The EAP is provided by Lincoln Financial EmployeeConnect. Employees who wish to utilize the EAP can contact a counselor 24 hours a day, 7 days a week at 888-628-4824.

The Company will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. The Company will not retaliate against employees making good-faith reports of violence, threats, or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found 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.

The Company encourages employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. The Company will not discipline employees for raising such concerns.

Consult the Company's Workplace Violence Prevention Program for additional information.

## **Human Trafficking Awareness**

The Company is committed to helping victims of human trafficking and taking reasonable steps necessary to prevent human trafficking. In furtherance of this commitment, the Company provides all employees, who are likely to interact or come into contact with victims of human trafficking, a training on human trafficking awareness.

All employees are subject to this policy and will receive training every two years, which includes, but is not limited to:

- The definition of human trafficking and commercial exploitation of children;

- Guidance on how to identify individuals who are most at risk for human trafficking;
- The difference between labor and sex trafficking specific to the hotel sector;
- Guidance on the role of hospitality employees in reporting and responding to this issue; and
- The contact information of appropriate agencies, including, but not limited to, the National Human Trafficking Hotline toll-free telephone number, 1-888-373-7888, and text line, 233733, and the telephone numbers of the appropriate local law enforcement agencies.

If you encounter a suspicious situation that seems to involve human trafficking, you are to immediately report it to your manager or supervisor and call 911. You should follow all instructions given to you by the 911 operator. Under no circumstances are you permitted to confront the suspected trafficker alone. Should you have any questions about the human trafficking awareness training requirement or a related matter, please contact your supervisor and/or Human Resources.

## **Modern Slavery Policy**

### ***Our Introduction***

In this policy document we use the term "modern slavery," which includes slavery, servitude, forced or compulsory labor, and human trafficking, all of which are abuses of a person's freedoms and rights.

This Modern Slavery Policy is made to ensure that as far as we can be aware, modern slavery does not take place in any part of our business or supply chains. The same policies and procedures, due diligence, risk assessment, monitoring, and training pertaining to modern slavery are implemented across Bridge Investment Group Holdings LLC (together with its subsidiaries and affiliates, "Bridge").

At Bridge we have a zero-tolerance approach to modern slavery and are fully committed to preventing slavery and human trafficking in our operation and supply chain. We have taken concrete steps to tackle modern slavery, as outlined in our policy.

### ***Our Business & Commitments***

Bridge is a leading, vertically integrated real estate investment manager seeking to drive value to our investors as we conduct our business with uncompromising principles. Our commitment to become an industry leader in ESG integration puts us at the forefront of innovation and opportunity as we pursue profits alongside sustainability and social responsibility.

Bridge is headquartered in Salt Lake City, and offices in New York City, New Jersey, San Mateo, Newport Beach, Orlando, Atlanta, Charlotte, Arlington, and Dallas, as well as overseas locations in Korea and Luxembourg. We operate within the following strategies: residential rental, office, development, logistics properties, net lease, real estate-backed credit, solar and ventures.

Bridge is a signatory of the United Nations Principles for Responsible Investment (PRI), which contributes to developing a more sustainable global financial system. Bridge has committed to adopting the PRI where applicable across our work. In pursuit of our corporate responsibilities, Bridge will also support the achievement of the United Nations Sustainable Development Goals where applicable.

Each of our procurement principles in our Responsible Supplier Policy identifies the alignment to these goals.

## **Our Responsible Supplier Policy**

We seek to establish a relationship of trust and integrity with all our suppliers, which is built upon mutually beneficial factors. Suppliers are responsible for understanding, and compliance with, the principles in Bridge's Responsible Supplier Policy.

Our primary procurement principles in our Responsible Supplier Policy reflect the procurement values of Bridge and pertain to our standards for our own conduct with direct suppliers of goods and services as well as our expectations of suppliers, their subcontractors, and their suppliers (collectively "suppliers"). Bridge's three primary procurement principles include Fair and Safe Business Practices, Environmental Stewardship, and Social Equity. The Responsible Supplier Policy also includes expectations regarding respect for all applicable laws, compliance with health, safety and environmental standards, as well as the expectation that employees are provided personal protection equipment needed for their work duties.

Bridge selects vendors most compatible with these procurement principles. In addition to these procurement principles, other economic considerations regarding price, availability, lead time, and supplier reputation are material to all supplier approval decisions and are analyzed in such supplier decisions. Adherence to these principles may be verified periodically in the form of a survey, inspection, or requested documentation. Supplier employees, managers, and/or executives may be required to provide information regarding compliance to the principles outlined above. Bridge may also verify compliance of Bridge employees, including property and asset managers, by requesting information via survey, inspection, or requested information. Bridge may also contract with a third party to review compliance, complete training, or assess the effectiveness of the policies and procedures outlined above. Any questionable or non-compliant behavior should be reported to a manager or supervisor, or Bridge's Procurement team. Issues can also be reported to 911.

As part of Bridge's Responsible Supplier Policy, Bridge asks that our representatives that solicit quotes from suppliers consult regional minority/women-owned business enterprise resources and seek quotes from minority owned and/or women owned businesses where possible. When soliciting bids from publicly traded companies, we ask suppliers to complete the Bridge RFP template regarding the ratio of minority/women executives and board members.

### ***Supporting Policies***

At Bridge, we employ the following policies or procedures for assisting in efforts to identify and prevent slavery and human trafficking in our operations:

#### ***Whistleblower Hotline***

- We encourage all employees, customers, and suppliers to report any violation of policies on our whistleblower hotline without fear of retaliation, including any violations of this Modern Slavery Policy. We provide a confidential Bridge Whistleblower Hotline to protect the identity of whistle-blowers.

#### ***Code of Conduct***

- Our code of conduct encourages employees to do the right thing by clearly stating the actions and behavior expected of them when representing the business. We strive to maintain the highest standards of employee conduct and ethical behavior when operating abroad and managing our supply chain.

#### ***Due Diligence & Risk Assessment***

We are not aware of any incidents of modern slavery in our supply chains. If cases of noncompliance are uncovered, Bridge will determine the appropriate course of action on a case-by-case basis. In cases where

non-compliance cannot be resolved to Bridge's satisfaction, we may terminate the arrangement with the vendor.

### ***Awareness & Training***

Bridge has raised awareness of modern slavery issues by including language within our employee handbook around Human Trafficking and Modern Slavery with guidelines on reporting potential situations, which explains:

- Our commitment in the fight against human trafficking and modern slavery
- How employees should report suspicions of human trafficking or modern slavery

In addition to the awareness program, Bridge Investment Group provides e-learning training courses to all employees, which cover:

- Various forms of modern slavery in which people can be held and exploited
- The size of the problem and the risk to our organization
- How employees can identify the signs of slavery and human trafficking, including unrealistically low prices
- How employees should respond if they suspect slavery or human trafficking
- What external help is available for the victims of slavery
- What terms and guidance should be provided to suppliers in relation to slavery policies and controls
- What steps Bridge will take if a supplier fails to implement anti-slavery policies or controls
- An attestation from employees that they will abide by Bridge's anti-slavery/human trafficking policy

### ***Performance Measurement***

Bridge has defined a set of key performance indicators and controls to combat modern slavery and human trafficking in our organization and supply chain. These include:

- How many employees have completed mandatory training
- How many reports have been made to our whistleblower hotline regarding slavery ethical issues

Modern slavery is a heinous crime and a morally reprehensible act that deprives a person's liberty and dignity for another person's gain. It is a real problem for millions of people around the world, including many in developed countries, who are being kept and exploited in various forms of slavery. Every company is at risk of being involved in this crime through its own operations and its supply chain.

At Bridge Investment Group we have a zero-tolerance approach to modern slavery and are fully committed to preventing slavery and human trafficking in our operation and supply chain. We have taken concrete steps to tackle modern slavery, as outlined in our policy.

If you encounter a suspicious situation that seems to involve human Modern Slavery, you are to immediately report it to your manager or supervisor and call 911. You should follow all instructions given to you by the 911 operator. Under no circumstances are you permitted to confront the suspected trafficker alone. Should you have any questions about the human trafficking awareness training requirement or a related matter, please contact your supervisor and/or Human Resources.

## **Safety**

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state, and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Each employee has the responsibility to identify and familiarize themselves with the emergency plan for

their working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events, and medical crises.

It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in disciplinary action up to and including termination of employment.

Furthermore, management requires that every person in the Company assumes the responsibility of individual and organizational safety. Failure to follow Company safety and health guidelines or engaging in conduct that places the employee, client, or Company property at risk can result in disciplinary action, up to and including termination of employment.

The Safety Coordinator and management shall have the responsibility to develop and the authority to implement the safety and health program in the interest of a safer work environment.

## **Employee Rights in Emergencies**

Employees are permitted to leave work or refuse to report to work during an “emergency condition.” An “emergency condition” is defined to mean (i) conditions of disaster or peril caused by natural forces or a criminal act, or (ii) an order to evacuate a workplace, worksite, an employee’s home, or the school of an employee’s child. Notably, an “emergency condition” does not include a health pandemic.

Employees must provide advance notice of the emergency condition requiring them to leave or refuse to report to the workplace or worksite. If advance notice is not feasible, employees must provide notice as soon as possible.

The Company will not take any adverse action against employees for refusing to report to, or leaving, a workplace or worksite within the affected area if the employee has a reasonable belief that the workplace or worksite is unsafe. Furthermore, the Company will not prevent employees from accessing their mobile device or other communications device to seek emergency assistance, assess the safety of the situation, or communicate with a person to verify their safety.

## **Workplace Visitor Policy**

### ***Policy Brief & Purpose***

Our Workplace Visitor policy outlines the rules for receiving visitors at our premises. We want to ensure that visitors will not:

- Distract employees from their work;
- Have access to or open view of Company confidential information; or
- Pose threats to our employees, premises, or property.

### **Scope**

This policy applies to all employees. “Workplace Visitors” are defined as family and friends (referred to as personal visitors), vendors, stakeholders, government officials and the general public. Remote employees and employees

from other Company locations are not considered “Workplace Visitors” for the purposes of this policy.

### **Signing in & Visitor Pass**

All visitors entering any corporate office must sign in at the front desk. A staff member is required to come to the main reception to greet and escort their visitors. All visitors are required to always have an employee escort them through the office space. If a visitor needs to walk the space freely, they will require a temporary badge given at the time of check in.

Page 75-76 “Risk Management/Data Security/Personal Identifiable Information”

### **Risk Management/Physical Security**

The Bridge offices have designated reception areas. The reception area is attended by a receptionist during business hours. The reception area is to be locked at all times and visitor access can be permitted by the receptionist during business hours (8am – 5pm). Access beyond the reception area is controlled through the card-key access system. For offices shared with non-Bridge personnel, when the Bridge employee is not present, devices must be locked and password protected and files containing sensitive or confidential Bridge data must be destroyed or locked.

### **Visitor Logs**

The visitor’s log will record the name of the individual and the Bridge employee they are visiting. Visitor logs are scanned and retained for one year. Visitor logs must include:

- Name of visitor
- Date and approximate time of visit (please note if the visit will occur over multiple days or times)
- Name of onsite personnel authorizing physical access

# WORKPLACE EXPECTATIONS

## Corporate Office

The Company provides employees who either are based at a corporate office or regularly visit a corporate office are provided employee badges. These badges are to be worn and visible at all times while within the office. Badges are not to be shared. If an employee forgets or loses their badge they are to contact facilities management immediately.

## Confidentiality

The Company provides quality services in which information is collected, stored, used and disclosed in an appropriate manner that complies with both legal requirements and ethical obligations.

All employees should understand their privacy and confidentiality responsibilities in relation to personal information and organizational information about the Company, its clients, staff and stakeholders. This understanding is demonstrated in all work practices.

The Company uses best efforts to ensure mechanisms are in place to demonstrate that decisions and actions relating to privacy and confidentiality comply with relevant federal and state laws.

Personal information is only used for the purposes for which permission was given, or for purposes that are directly related to one of the functions or activities of the Company. Personal information may be provided to government agencies, other organizations or individuals if:

- The client or employee has consented
- It is required or authorized by law
- It will prevent or lessen a serious and imminent threat to somebody's life or health

The Company takes steps to ensure that the personal information it collects is accurate, up-to-date and complete. These steps include maintaining and updating personal information when we are advised by individuals that the information has changed (and at other times as necessary), and checking that information provided about an individual by another person is correct.

Employees take steps to protect the personal information it holds against loss, unauthorized access, use, modification or disclosure and against other misuse. These steps include reasonable physical, technical and administrative security safeguards for electronic and hard copy or paper records as identified below.

Reasonable physical safeguards include:

- Locking filing cabinets that contain confidential information
- Physically securing the areas in which the personal information is stored
- Not storing personal information in public areas
- Positioning computer terminals and fax machines so that they cannot be seen or accessed by unauthorized people or members of the public

Reasonable technical safeguards include:



- Using passwords to restrict computer access, and requiring regular changes to passwords
- Establishing different access levels so that not all staff can view all information
- Verify emails are sent from valid recipients and avoid clicking on suspicious links
- Ensuring information is transferred securely
- Installing virus protections and firewalls

If an employee questions whether certain information is considered confidential, they should first check with their immediate supervisor. This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications.

All inquiries about confidential information must be referred to the Human Resources Manager.

## **Media Protocol Statement**

### ***Direct Requests from the Media***

Only authorized personnel are permitted to make any communications with the public or media on behalf of Bridge Investment Group. If you are contacted directly by a member of the media, please do not engage with them or comment on any Bridge-related item. Instead, please follow the steps below.

- Take the caller's name, outlet/organization, deadline and contact information.
- The initial response should be, "Someone will get back to you. May I have your contact details please. And, so I'm aware, are you working on a deadline?"
- Immediately contact the Managing Director, Investor Relations & Marketing to let them know media is on property, has called, has tried asking questions, etc. Phone first at 646.844.0901, then email at [charlotte.morse@bridgeig.com](mailto:charlotte.morse@bridgeig.com), who can provide advice and/or follow-up with the media representative for you. This will be the time to pass along the contact information you have gathered from your notes.

## **Protection of the Company's Trade Secrets and Confidential Information**

As part of their employment with the Company, employees may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of the Company relating to the operation of the Company's business and its customers (collectively referred to as "Trade Secrets/Confidential Information").

"Trade Secrets" means information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company's Trade Secrets are (1) not generally known to the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

"Confidential Information" means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form,

that has been provided to employees during their employment with the Company and/or employees have gained access to while employed by the Company and/or were developed by employees in the course of their employment with the Company, that is proprietary and confidential in nature.

Part of the consideration employees provide to the Company in exchange for their employment and continued employment with the Company is their agreement and acknowledgement that all Trade Secrets/Confidential Information developed, created or maintained by them remains at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

Employees will not, except as required in the conduct of the Company's business or as authorized in writing by the Company, disclose or use during their term of employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents and the like relating to the business of the Company which employees prepare, use or come in contact with remains the sole property of the Company and is not to be copied without written permission of the Company and is to be returned to the Company on termination or cessation of employment, or at the Company's request at any time.

## **Flexible Work Schedules / Work-Life Balance**

Bridge values its employees and recognizes the need for supporting flexibility in the relationship between employer and employee, when possible. Our policy recognizes that, at times, some staff may need to work flexibly and acknowledges that helping our people find an appropriate work-life balance has personal and workplace benefits.

Flexible work arrangements are not appropriate for all employees or positions. It is the responsibility of the employee's supervisor, with department-head support, to assess whether an employee's need for an alternative work schedule can be accommodated. The needs of the individual will be considered along with the operational and business needs of the Company.

The following conditions must be met for a flexible work schedule to be approved: The employee must have a satisfactory attendance record, meet all performance expectations in their current role and consistently demonstrate the ability to complete tasks and assignments on a timely basis. The nature of the employee's work and responsibilities must be conducive to a flexible work arrangement without causing disruption to the employee's team and Company performance. Nothing in this policy will be interpreted or enforced to interfere with the Company's commitment to provide employees with reasonable accommodations as necessary to comply with federal, state, or local law.

## **Conflicts of Interest**

Our policy forbids employees from engaging in any other business which competes with the Company. Company policy also forbids an employee from holding a financial or ownership interest in an entity that does business with or is a competitor of the Company (except where such ownership consists of securities of a corporation regularly traded on the public stock market). Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when

performing their jobs. At times, an employee may be faced with situations in which business actions taken on behalf of the Company may conflict with the employee's own personal interests. Company property, information or business opportunities may not be used for personal gain.

Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction, or relationship that might give rise to a conflict of interest, employees must seek review from their supervisor or the Human Resource department and obtain approval in writing.

## **Outside Employment**

Employees are permitted to engage in outside work or to hold other jobs, however it is important that other employment does not interfere in any way with your job with the Company.

Employment secondary to the job must not compete with, conflict with or compromise the Company's interests (i.e., working for a competitor) or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on nonworking time that are normally performed by the Company. This prohibition also extends to the unauthorized use of any Company tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If the Company determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment.

Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action, up to and including termination.

## **Attendance and Punctuality**

Schedules are based on Company needs and may vary from person to person within a department. Scheduled work hours should be established and approved by your immediate supervisor. Being at work at your scheduled time every day is important. The Company recognizes that occasional absences are unavoidable. Frequent absences, excessive tardiness, or extended breaks/lunches can cause disciplinary action, up to and including termination of employment.

PTO requires two weeks of notice to the supervisor unless the PTO is used for emergencies or legitimate, unexpected illness. Requests must be made through the Company HRIS. In all instances, PTO must be approved by the employee's supervisor in advance. If an employee has PTO hours available, they must use their available PTO balance before taking any unpaid time off. It may be used in the case of emergency or sudden illness without prior scheduling. Patterns of absenteeism or tardiness may result in discipline even if the employee has not yet exhausted available PTO. Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. When an unexcused absence is due to illness, the Company may require supporting medical documentation in accordance with federal, state, and local law..

If it is impossible to report to work for any reason, and or the employee is going to be late for their

scheduled shift the employee must notify their supervisor personally at least two (2) hours or more in advance of their shift reporting time. The employee should be prepared to explain the reason for their absence or tardiness and the time frame in which the employee expects to be able to report for work. Employees absent for more than two (2) consecutive days, unless otherwise required under state law, due to illness may be asked to provide a doctor's verification of illness and a release to return to work. A Doctor's verification is required in all requests for leaves of more than 5 consecutive workdays, which are due to an employee's illness, an eligible family leave, or a family member's illness. Failure to provide a requested doctor's verification may be considered a policy violation and could be grounds for termination. If you are to leave your scheduled shift without notifying your immediate supervisor, this will be considered job abandonment and will be deemed as an employee's immediate voluntary resignation of employment.

Not reporting to work and not calling to report the absence is a no-call no-show and is a serious matter. The first instance of a no-call no-show will result in a final written warning. The second offense, which doesn't have to be consecutive, may result in termination of employment with no additional disciplinary steps. A no-call no-show lasting two days will be considered job abandonment and will be deemed as an employee's immediate voluntary resignation of employment.

## **Attire, Grooming and Hygiene**

It is important for all employees to project a professional image while at work by being appropriately groomed and attired. Employees are expected to be neat, clean, and well-groomed while on the job. Clothing must be consistent with the standards for a business environment and must be appropriate to the type of work being performed.

All employees must be covered from shoulders to knees at all times. Clothing that reveals cleavage, one's back, one's chest, one's stomach, or one's underwear is not appropriate for a place of business.

No dress code can cover all contingencies, so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If an individual experiences uncertainty about acceptable professional business attire for work, they should ask their supervisor or Human Resources.

The Company will not enforce this policy in violation of any federal, state, or local equal employment opportunity laws. The Company will provide reasonable accommodations to this policy for an employee's religious beliefs and practices, medical needs, or other protected reasons, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations. For more information, please see Human Resources to discuss such accommodation.

**If you think it may be inappropriate, it probably is.**

*Site employees should consult leadership for information relating to the dress code and uniform policy for office, engineering, and maintenance staff.*

### ***Dress Code Policy***

The Company prides itself on the professional atmosphere it maintains and the positive image that employees present as representatives of the Company. This image is affected by the manner of dress we use within our offices, in the offices of our clients, and in public when we are representing the Company. We are always searching for new ways to make our Company a better place to work. Offering everyone the opportunity to dress in business casual during the entire week wear offers a great way for employees

to be more comfortable. We need to continue to present a professional image toward clients and the public.

It is important that employees use their best judgment in dressing appropriately. Employees who prefer to dress more formally should feel free to do so. Casual business wear encompasses many looks, but it means casual clothing that is appropriate for a professional office environment.

**We currently have a dress practice allowing more casual clothes to be worn on Fridays (casual Fridays). However, management reserves the right to exercise discretion in administering this policy as there may be times when jeans may be considered inappropriate. If the employee is meeting clients, business dress may be required, even on designated dress down days. In this case, management may designate an alternate day. The Company reserves the right to change or revise this policy at any time, at its sole discretion.**

Management reserves the right to determine appropriateness. If attire or grooming fails to meet these standards, as determined by the employee's supervisor, the employee will be asked not to wear the inappropriate item to work again. If the problem persists, the employee may be sent home to change clothes and will receive a verbal warning for the first offense. The employee will not be compensated for time missed if the employee must go home to change clothes. Continued disregard of this policy may be cause for disciplinary action, which may result in termination.

## **Electronic Communication, Internet, and Company Equipment Use** **(For the full policy, please refer to the Information Security Policy)**

The use of Company automation systems, including computers, fax machines, and all forms of Internet access, is for Company business and for authorized purposes only. Brief and occasional personal use of Company automation systems is acceptable as Electronic Communication, Internet, and Company Equipment Use

The use of Company automation systems, including computers, fax machines, and all forms of Internet access, is for Company business and for authorized purposes only. Brief and occasional personal use of Company automation systems is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or breaks), does not result in expense or harm to the Company, or otherwise violate this policy.

Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communications should not be used to solicit or sell products or services that are unrelated to the Company's business; distract, intimidate, or harass coworkers; or disrupt the workplace.

The following guidelines have been established for using the Internet, cell phones, e-mail, computers, and Company equipment in an appropriate, ethical, and professional manner:

- Internet, Company issued equipment (i.e., cell phones, laptops, computers, air cards) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature. If using personal electronics such as cell phones or laptops, the same expectations apply while using the electronics on Company premises or for business related purposes.
- The use of personal cell phones for personal reasons should be limited during work hours.

- The following actions are forbidden: using disparaging, abusive, profane, or offensive language; creating, viewing, or displaying materials that might adversely or negatively reflect upon the Company or be contrary to the Company's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and equipment such as cell phones and laptops.
- Employees should not open suspicious e-mails, pop-ups, or downloads. Contact the IT department with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the Company.

## **Mobile Device Policy**

### **Introduction**

Mobile devices, such as smartphones and tablet computers, are important tools for the Company, and the Company supports their use to achieve business goals. However, mobile devices also represent a significant risk to data security as, if the appropriate security applications and procedures are not applied, they can be a conduit for unauthorized access to the Company data and IT infrastructure. This can subsequently lead to data leakage and system infection. The Company has a requirement to protect its information assets in order to safeguard its customers, employees, investors, intellectual property, and reputation. This document outlines a set of practices and requirements for the safe use of mobile devices and applications. Failure to follow this policy may result in disciplinary action, up to and including termination.

### **Scope**

- All corporate mobile devices, whether owned by the Company or owned by employees (inclusive of smartphones and tablet computers), that have access to corporate networks, data, and systems are governed by this mobile device security policy. The scope of this policy does not include corporate IT-managed laptops.
- Applications used by employees on their own personal devices which store or access corporate data, such as cloud-based applications, are also subject to this policy.

### **Policy**

#### **Technical Requirements**

- Devices used by employees to access corporate networks, data, and systems must use the following Operating Systems: (within (2) revisions of latest release), iOS (within (2) revisions of latest release). Devices must store all user-saved passwords in an encrypted password store.
- Only devices managed by IT will be allowed to connect directly to the internal corporate network. We recommend users connect to the Bridge\_Guest network for mobile devices.
- These devices will be subject to the valid compliance rules on security features such as encryption,

password, key lock, etc.

### ***User Requirements***

- Users may only load corporate data that is essential to their role onto their mobile device(s).
- If a user suspects that unauthorized access to company data has taken place via a mobile device, they must report the incident to a Company IT representative immediately. A user must also immediately report the loss or theft of any mobile device that contains Company data or is used to access the Company's networks and systems.
- Devices must be kept up to date with manufacturer or network provided patches. Most devices will update software and apply patches automatically. If your device does not automatically update, at a minimum, you should check for patches weekly and apply patches or updates at least once a month.
- Devices must not be connected to a PC which does not have up-to-date and enabled anti-malware protection and which does not comply with corporate policy.
- The user is responsible for the backup of their own personal data and the Company will accept no responsibility for the loss of files due to a non-compliant device being wiped for security reasons. The Company's IT department will be responsible for determining whether a mobile device needs to be wiped for security reasons. The Company's IT department will attempt to remotely wipe all lost or stolen devices. Upon termination of employment, all mobile device users must permit the Company's IT department to attempt to remove any Company data. The Company's IT department will try to avoid completely wiping the device, but such action may be unavoidable.
- Mobile device users may not select software options such as "remember me" that store or automatically fill-in passwords on their devices.
- Employees using employee-owned devices for business purposes are still responsible for the cost of the device. The Company will not pay for or maintain personal mobile devices. If an employee uses a Company-owned device, the employee will be responsible for any non-business related costs and expenses, and employees will be held responsible for any charges incurred for an employee's personal or unauthorized use of Company-owned devices. that privacy in communications over the company network is not guaranteed, and that the Company reserves the right to inspect and monitor mobile devices used for Company business.
- Employees are required to refrain from using their mobile devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are required to pull over to the side of the road, safely stop the vehicle, and put the vehicle in park before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to fulfill business needs. Employees who are driving may not use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or email messages under any circumstance. Employees who are charged with traffic violations resulting from the use of their handheld mobile devices while

driving will be solely responsible for all liabilities that result from such actions.

- Employees must not allow an unauthorized individual to use a mobile device while unattended, and must prevent others from using the mobile device to access Company data or networks.
- Employees may not use a mobile device to engage in any illegal activity.
- Employees may not use a mobile device to engage in any activity that violates a Company policy, such as the Policy Against Unlawful Harassment, Discrimination, and Retaliation.
- Employees should refrain from activity on a mobile device that will slow or pose a security threat to the Company's network. Please contact the Company's IT department if you have questions about whether an activity may slow or harm the network.

#### **Use of particular applications which have access to corporate data are:**

- Cloud storage solutions: The Company supports the use of the following cloud storage solutions, Box, Yardi & Salesforce, etc. The use of solutions other than the above will lead to a compliance breach and the loss of access to the corporate network for the user, and the employee will be subject to disciplinary action, up to and including termination.

#### ***Right to Monitor***

All Company-supplied technology and Company-related work records belong to the Company and not to the employee. The Company routinely monitors use of Company-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action, up to and including termination of employment.

#### **Social Media—Acceptable Use**

This policy governs employee use of social media, including any tools used to share content and profiles including, but not limited to, and social networking, apps, and blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy

The Company respects the rights of all employees to use social media. However, because communications by Company employees on social media could, in certain situations, negatively impact business operations or create legal liabilities, it is necessary for the Company to provide these guidelines.

In addition to ensuring that employee use of social media does not create any legal liabilities, these guidelines are intended to ensure employees understand the types of conduct that is prohibited. **This policy will not be interpreted or applied so as to interfere with the protected rights of employees to discuss or share information related to their wages, benefits, and terms of employment amongst themselves or with outside parties.**

Employees engaging in use of social media remain subject to the Company's policies and procedures regarding: (1) protecting certain confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by the Company.



Employees are prohibited from the following:

- Disclosing on social media the Company's or any third party's Trade Secrets/Confidential Information (as defined above).
- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, or suppliers that constitute a violation of the Company's Policy Against Unlawful Harassment, Discrimination, and Retaliation or are otherwise physically threatening.
- Using social media to post or display content that is an intentional public attack on the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and reduce its income and is unrelated to any employee concern involving wages, benefits, or conditions of employment.
- Disclosing or publishing on social media any promotional content about the Company or its products, unless authorized and approved by the Company.
- Posting a photograph or video of a vendor, supplier, or customer on social media without that individual's express permission.
- Misrepresenting on social media an employee's title or position with the Company.

Likewise, employees should use discretion when posting any information related to the Company or the employee's position on personal social media websites as it is a representation of both the Company and the employee.

In accordance with applicable laws, the Company may monitor your use of social media and any content that you post on the Internet. Employees should expect that any information created, transmitted, downloaded, exchanged, or discussed on publicly accessible online social media may be accessed by the Company at any time without prior notice.

Only those designated by the Executive Committee may make additions, subtractions or edits to Company social media sites, websites, or other promotional or marketing materials.

Violations of this policy may result in disciplinary action, up to and including termination of employment.

**Social media account ownership:** To the extent employees are authorized as part of their job duties to use social media account(s) to advance the Company's interests, the Company, not the employee, owns the account(s) and employees are required to return all logins and passwords for such accounts at the end of employment.

NOTHING IN THIS POLICY IS INTENDED TO UNLAWFULLY RESTRICT AN EMPLOYEE'S RIGHT TO ENGAGE IN ANY OF THE RIGHTS GUARANTEED TO THEM BY § 7 OF THE NATIONAL LABOR RELATIONS ACT, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO ENGAGE IN CONCERTED PROTECTED ACTIVITY FOR THE PURPOSES OF THEIR MUTUAL AID AND/OR PROTECTION. NOTHING IN THIS POLICY WILL BE INTERPRETED, APPLIED, OR ENFORCED TO INTERFERE WITH, RESTRAIN, OR COERCE EMPLOYEES IN THE EXERCISE OF § 7 RIGHTS.

## **Solicitations, Distributions and Posting of Materials**

The Company prohibits the solicitation, distribution and posting of materials on or at Company property by any employee or nonemployee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by Company management and Company-sponsored programs related to the Company's products and services.

Provisions:

- Non-employees may not solicit employees or distribute literature of any kind on Company premises at any time.
- Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. An employee must accompany the non-employee at all times. Former employees are not permitted onto Company property except for official Company business.
- Employees may not solicit other employees during work times, except in connection with a Company-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area, at any time, except in connection with a Company-sponsored event.
- The posting of materials or electronic announcements are permitted with approval from management.

Violations of this policy should be reported to Human Resources.

## **Employee Personnel Files**

Recognizing the confidential nature of the information in your personnel record, the Company limits access to the personnel records to you and those with proper authorization or pursuant to legal process.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

You may review your own personnel file with Human Resources present to answer any questions. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Company.

Within thirty (30) days of an employee's written request, or the written request of the employee's designated representative, the Company will either make personnel records available to the employee for inspection or provide a copy of the employee's personnel records to the employee or the employee's designated representative. The employee is responsible for the cost of copying the records.

## **Other Rules of Conduct**

The following examples illustrate the types of conduct that are not in the best interest of either the Company or its employees and which, therefore, are prohibited.

*Examples of misconduct include, but are not limited to, the following:*

- Dishonesty, including, but not limited to, theft, falsification of employment or medical records, or misrepresentation of facts in obtaining employment.
- Comments or actions of a discriminatory nature regarding race, gender, age, national origin, disability status, military service, sexual orientation, gender identity, or any other protected status.
- Failing to follow through on the reasonable, job-related instructions and requests of your supervisor or managers.
- Use of Company premises for any purpose deemed hazardous.
- Actions detrimental to the best interest of the Company. Such actions include, among others, any action which impairs the public reputation of the Company or individual staff members or any action that impairs the successful operation of the Company.
- Destroying, defacing or damaging property belonging to the Company or property of another employee or customer.
- Using, carrying, or possessing deadly weapons or destructive devices while on the Company's property or during the course of employment, except as may be provided by applicable law, which usually requires firearms to be kept secured in your locked vehicle. More specifically, carrying, using, or possessing any of these weapons or devices is strictly prohibited on the Company's premises: firearms, including, but not limited to, handguns, rifles, pellet guns and similar devices; knives; instruments capable of inflicting a heavy blow, including, but not limited to, nightsticks, clubs and similar devices; explosive devices, including, but not limited to, bombs, grenades and similar devices; and any other device whose primary purpose is the infliction of bodily harm.
- Fighting or intentionally harming another employee, resident, or vendor.
- Willfully damaging Company property.
- Criminal or indecent conduct on Company grounds.
- Conviction of a felony while employed. Individuals may be eligible to be hired or rehired after 7 years or in accordance with any applicable laws.
- Conducting personal business on Company time or unauthorized use of Company property.
- Acting in a manner disrespectful of another employee of the Company, property resident, or any individual doing business with or associated with the Company.

Violations of this policy may result in appropriate disciplinary action, up to and including termination. Nothing stated in this "Other Rules of Conduct" section changes in any way the agreement and understanding that employment with the Company is at-will as previously described and that the Company is not bound to follow any policy, procedure, or any process in connection with employee discipline, employment termination or otherwise.

### ***Gifts and Favors***

Employees must not use their positions for personal gain or advantage or give that appearance. Employees and their families must not ask for gifts or favors of any sort from vendors or residents. Employees may receive an occasional small gift from vendors or residents on special occasions, such as birthdays, not to exceed \$50. Any gift in excess of this amount should be discussed with management prior to acceptance. Among other things, gifts and favors include entertainment, travel, and the use of living quarters. Gifts that would benefit the entire resident population of a property, however, such as videotapes for a community room, are not prohibited. For further information regarding gift value and acceptable types of gifts, refer to your division's standard operating procedures.

*Employees of Bridge Investment Group's SEC Registered Investment Advisors have different guidelines regarding gifts and favors and should consult their Standard Operating Procedures manual for information relating to accepting gifts and favors.*

## **Whistle Blower Policy**

A whistleblower as defined by this policy is an employee of the Company who reports an activity that they consider to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact their immediate supervisor or the Human Resources Director. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

For standard questions or concerns please speak with your supervisor or use the normal chain of command. To report instances of Fraud, Misconduct, Safety Violations, or Unethical Behavior that you do not feel comfortable discussing with your supervisor please call (855)863-6590 and leave a message. Please be sure to include as much information as possible to aid us in our investigation. All reports will be received and documented by the Internal Audit Department.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Company will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes they are being retaliated against must contact the Human Resources Director immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Employees with any questions regarding this policy should contact Human Resources.

# COMPENSATION

## Payment of Wages

### *Pay Days*

The Company's paydays occur on a bi-weekly basis every other Friday of each month. If a payday falls on a Company holiday, the employee is paid the next business day after the holiday. Each year, the Payroll department publishes a calendar that lists all pay dates.

### *Payment Methods*

Employees can choose to be paid in the following ways:

- Check
- Direct deposit into a qualified financial institution
- Direct Deposit using the company sponsored PayCard

An employee will need to login to the Company HRIS to sign up or change their direct deposit. When signing up or updating your direct deposit information you will receive a live check on the first two pay checks immediately following your direct deposit sign up and or change.

In the event of a lost or destroyed paycheck, the Payroll Department must be notified immediately. They will verify the check has not cleared the bank. Upon payroll verification, a replacement check will be issued within 24 hours. In the event the lost paycheck is recovered, and the Company identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Company within 24 hours of the time it is demanded.

If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, the process needs completed by the employee through the employee personal HRIS portal page.

Advances in salary are not permitted.

### *Garnishments, Attachments and Tax Levies*

As defined in the law, "garnishment" includes tax liens and attachments for child support, alimony, or garnishments from creditors. An employee cannot be disciplined, terminated, or discriminated against because of garnishment action for any one-indebtedness proceeding or for a single attachment or tax levy. It is the responsibility of the Company to deduct the amount set forth in any court document duly received and to forward that amount to the court for payment to the correct party. The Company follows all applicable laws pertaining to wage garnishments, attachments, and tax levies.

## Time Reporting

The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. The workweek covers seven consecutive days beginning on Saturday at 12:00 a.m. and ending on Friday at 11:59 p.m. The Company tracks all hours worked and overtime, along with PTO and other time off from work in the company HRIS.

The Company uses electronic timesheets to track the hours worked and overtime, along with vacation, sick time, and other time off from work.

All non-exempt employees are required to clock in and out daily on the designated payroll website. The timesheet must accurately list the hours worked by the employee during the pay period in which they work. Repeated failure to clock in and out will result in disciplinary action, up to and including termination. The supervisor must approve the employee's time sheet online. Each supervisor is responsible for ensuring compliance to policy regarding sick, vacation, holiday and overtime pay. If an employee fails to clock in or out for the day, it is the supervisor's responsibility to enter the accurate in and out times.

Non-exempt employees must record both actual hours worked and time away from work on the electronic timesheet provided online. "In" and "out" times (including start times, quit times, lunch periods, and absences) are to be entered on the electronic clocking system daily. Each employee should review daily that the information is recorded accurately. Non-exempt employees who actually work more than 40 hours during a work week will receive overtime pay. Because of this, employees cannot offset overtime worked in one workweek with time off in another week. In addition, employees cannot waive their right, nor can one's supervisor waive an employee's right, to receive overtime pay by asking the employee to take time off in another week.

Working "off the clock" is strictly prohibited. If any manager or supervisor directs you to, or suggests that you should, perform work while not "on the clock," you must notify Human Resources immediately. Similarly, non-exempt employees are not permitted to perform work after hours or from home without specific direction from their supervisor. In the event such work is authorized, all time spent working must be reported on the employee's time record.

Each employee is required to maintain an accurate daily record of their hours worked within the company HRIS system. All absences from work schedules should be appropriately recorded and approved by management. Employees are required to only clock in and out from their approved/assigned work-site.

Any changes or corrections to your time records must be requested/acknowledged in writing by you and your supervisor in the Company's HRIS/Timekeeping Software or via email. Under no circumstances may any employee record another employee's time.

### ***Overtime***

All overtime hours will need to be pre-approved by one's supervisor. The supervisor has the right to decide if it would be in the best interest of the Company to complete the work at a time when overtime would not be necessary. In some situations, there will be an immediate need to complete the job and incur overtime. However, the supervisor must make that decision.

Exempt employees receive regular salary regardless of the number of hours worked in a week. The nature of many exempt positions requires employees to work regular hours outside the normal 40-hour workweek. These employees are not required to sign and date a timesheet, but need to report vacation, sick or other time off days for that week in the electronic time system.

Employees will submit their time record weekly as directed by their supervisor. Each employee is to maintain an accurate daily record of their hours worked. All absences from work schedules should be appropriately recorded.

Non-exempt employees will be paid overtime in accordance with federal and/or state guidelines. Paid leave, such as holiday, sick or vacation pay, CTO or other types of non-worked-paid time are not considered as hours counted toward the calculation of overtime as these hours are not actually “worked”. Please direct any overtime-related questions to your supervisor.

Employees who anticipate the need for overtime to complete the week’s work must notify their supervisor in advance and obtain approval before working hours that extend beyond their normal schedule. During busy periods employees may be required to work extended hours.

#### ***On-Call Pay (non-exempt employees)***

An on-call employee who is called back to work outside their normal work schedule shall be paid for the time actually worked, in accordance with applicable laws.

Time worked while on call will be calculated at the employee’s regular rate of pay, minimum pay of fifteen minutes per call received. If an employee is called back to work, they will be paid for travel time. If an on-call employee is not called, no pay will be earned. Overtime compensation is applicable only when total hours worked exceed 40 hours in a work week or, depending on state law, hours in excess of 8 hours per day.

### **Mid- & End-of-Year Discretionary Bonuses**

Employees may be eligible for mid- & end-of-year discretionary bonuses. However, any employee whose employment terminates prior to the mid-year and/or end-of-the-year discretionary bonus pay dates will not be eligible for any discretionary bonus.

### **Meal/Rest Periods**

The scheduling of meal periods at the Company is set by the employee’s immediate supervisor with the goal of providing the least possible disruption to Company operations.

#### ***Meal Periods***

Except for certain salaried exempt employees, it is our policy to provide and afford all employees who work more than five (5) hours with an uninterrupted 30-minute meal period free from all duty to begin no later than the end of the fifth hour of work and a second uninterrupted 30-minute meal period free from all duty to commence no later than the end of the 10th hour, should an employee work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. Further, unless there is a written agreement for an on-duty meal period, employees must record the

beginning and ending time of their meal period(s) in the timekeeping system every day.

It is our policy to relieve you of all duty during your meal periods, so that you are at liberty to use the meal period time as you wish. You may leave the premises for your meal period if you so desire. The Company schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. You may be asked to confirm in writing that you have been relieved of all duty and otherwise provided all of your meal periods during a particular pay period, or in the alternative, identify any meal periods you missed. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no Company manager or supervisor is authorized to instruct you how to spend your personal time during a meal period. You should immediately report a manager's or supervisor's instruction to skip or work during a meal period to Human Resources. The Company strictly prohibits retaliation against any employee who reports violations of the Company's meal period policy.

**Waiver of Meal Period.** You may waive your meal period only under the following circumstances:

- If you will complete your work day in six (6) hours or less, you may waive your meal period as approved by your supervisor.
- If you work over ten (10) hours in a day, you may waive your second meal period only if you have taken your first meal period that day and you do not work more than twelve (12) hours on that day.

You may not waive your meal periods to shorten your work day.

**On-Duty Meal Period.** In limited situations, certain designated employees may be authorized to work an "on-duty meal period" when the nature of the employee's duties prevent the employee from being relieved of all duty. You will be permitted to take an on-duty meal period only if the nature of your job duties requires it and you and the Company have agreed to an on-duty meal period in writing and approved by Human Resources. In this situation, your on-duty meal period will be paid and treated as hours worked. The on-duty meal period agreement is revocable by you or the Company at any time.

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during a meal period or if the Company has not otherwise provided them with an opportunity to take one or more meal period on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The one-hour premium will not apply in situations where the meal period is waived as permitted by law, where an employee has a lawful on-duty meal period, or when an employee personally chooses to deviate from the Company's schedules or policies providing meal periods as required by law.



### ***Rest Periods***

The Company provides non-exempt employees with the opportunity to take a net ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each work period. During your rest period, you will be relieved of all duty so that you can enjoy this personal time. You may leave the premises for your rest period if you so desire. Rest breaks will be provided as follows:

<b>Shift (Hours Worked in Day)</b>	<b>Number of Paid Rest Breaks</b>
At least 3.5, and up to 6 hours	1
At least 6, and up to 10 hours	2
More than 10, and up to 14 hours	3
More than 14 hours	Continue under the above schedule

The Company generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest or meal periods.

Rest periods are “on the clock” and counted as hours worked, and thus, you are not required to record your rest periods on your timecards or the Company’s timekeeping system. If your rest period is interrupted, you must notify your supervisor immediately so that arrangements can be made for you to take a further, uninterrupted rest period required by Company policy. No supervisor is authorized to instruct you to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. Rest periods can be waived provided they are waived by an employee without any coercion from a supervisor and the waiver is purely voluntary. You may be required to confirm that you have been provided an opportunity to take all of your rest periods during a particular pay period (including pay periods when one or more rest periods have been voluntarily waived by you).

Please note that no Company manager or supervisor is authorized to instruct you how to spend your personal time during a rest period. You should immediately report a manager’s or supervisor’s instruction to skip or work during a rest period to Human Resources. The Company strictly prohibits retaliation against any employee who reports violations of the Company’s rest period policy.

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during one or more rest periods or when they are not otherwise provided an opportunity by the Company to take one or more rest periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The Company

strictly prohibits retaliation against any employee who reports violations of the Company's rest period policy. The one-hour premium will not apply in situations where the rest period is waived as permitted by law or when an employee personally chooses to deviate from the Company's schedules or policies providing rest breaks as required by law.

### ***Recovery Periods***

The Company provides employees working outdoors in temperatures exceeding 80 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating. Employees are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked, and thus, you are not required to record your cool-down periods on your timecards or the Company's timekeeping system.

It is our policy to relieve employees of all duty during cool-down periods. As such, no supervisor is authorized to instruct you to waive or skip a cool-down period, and cool-down periods cannot be used to shorten the workday. You should immediately report a manager's or supervisor's instruction to skip, shorten, or work during a cool-down period to Human Resources.

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during one or more recovery periods or if the Company has not otherwise provided an opportunity to take one or more recovery periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The one-hour premium will not apply in situations where an employee personally chooses not to take a discretionary recovery period or to disregard the Company's schedules or policies providing discretionary recovery periods as required by law.

### ***Seating***

The Company provides suitable seating when the nature of an employee's work reasonably permits. If you feel you need seating at your workstation or feel your seating is inadequate, please inform your supervisor or Human Resources.

### ***Lactation Accommodations***

You have the right to request, and the Company will provide, accommodations required for employees to express breast milk as necessary. Employees should notify their immediate supervisor or Human Resources to request accommodations to express breast milk under this policy. The Company will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with meal and rest periods already provided. Non-exempt employees should clock out for additional lactation breaks that do not run concurrently with normally scheduled meal and rest periods. Such additional breaks will be unpaid.

The Company additionally will provide employees needing to express breast milk with a room or place, other than a restroom, to express breast milk in private. The room or location will be near the employee's

work area, shielded from view, and free from intrusion while the employee is expressing milk. In addition, the room or location will be safe, clean, and free of hazardous materials. It will contain a surface on which to place a breast pump and personal items, as well as a place to sit. It will provide access to electricity needed to operate an electric or battery-powered breast pump. A sink with running water and a refrigerator or cooler suitable for storing milk will also be made available as close as possible to the employee's workspace. If a multipurpose room is used for lactation, among other uses, the use of the room for lactation will take precedence over the other uses, but only for the time it is in use for lactation purposes.

If we are unable to provide a permanent space for lactation due to operational, financial, or space limitations, we will provide a temporary space other than a restroom that is near the employee's work area, shielded from view, free from intrusion while the employee is expressing milk, and has the other elements described above.

Employees have the right to file a complaint with the California Labor Commissioner for any failure by the Company to provide appropriate lactation accommodations.

## **Mileage Reimbursement**

Employees will be reimbursed for business mileage at the current Company mileage reimbursement rate. The mileage reimbursement rate is reviewed regularly and is based on IRS guidelines. Mileage is only paid for the use of personal vehicles while on trips that are business related. All mileage must be documented and reported to the employee's supervisor. This does not include travel to and from work and an employee's home. Mileage reimbursements are intended to cover expenses related to the operation of a personal vehicle, including the price of gasoline, insurance, maintenance, and ordinary wear-and-tear costs.

## **Expense Reimbursement**

Reimbursement requests should be submitted monthly on a timely basis in order to allow time to process. Employees should complete the *Employee Business Expense Reimbursement Form* or through the Company travel/expense reimbursement portal and include original receipts when submitting reimbursement requests. These are to be turned into the employee's supervisor timely for approval and reimbursement. The following items are not reimbursable expenses: normal commuting, personal expenses, dues or fees for airline clubs or hotel frequent-stayer programs, gambling expenses, health club services, movies (in-room and in-flight), parking tickets, or speeding tickets.

Reimbursement for any expense will only be made upon the employee's timely submission of a request for reimbursement along with sufficient documentation, such as receipts. It is the employee's responsibility to seek reimbursement for business expenses, as the Company can only reimburse expenses for which it receives a request and sufficient documentation.

## **Travel Policy**

### **1. Purpose**

*This travel policy sets forth parameters which employees of Bridge Investment Group and its subsidiaries will*

*follow as it relates to business travel and expense reimbursement. The purpose of this policy is to help travelers manage the booking and expense reporting process.*

## 2. Index

- Policy
- Airfare
- Lodging
- Transportation
- Meals
- Client Entertainment Expenses
- Parking
- Non-Reimbursable Items
- Traveler Safety
- Expense Reimbursement Procedure

## 3. Policy

Following the policies outlined below will help keep you safe, save our company money, and ensure a streamlined process for everyone. When travel is required, we expect that employees will use good judgment and be fiscally responsible for their business-related expenses. We have established some basic guidelines to follow for travel. Any variance from the below listed policies requires approval by the employee's supervisor and the Travel Administrator (Kyle Hendricksen). Bridge Investment Group will reimburse business travelers for ordinary and reasonable business expenses.

**All employees are required to use Navan for booking company-related travel. Prior to travel, employees need to set up a Navan Travel and Concur expense profile. This is done by emailing the Travel Administrator at [Concurhelp@bridgeig.com](mailto:Concurhelp@bridgeig.com)**

Following the processes outlined in this document will help ensure you get reimbursed in a timely manner. Failure to comply with these company policies may result in delayed reimbursement. IRS regulations have been reviewed and incorporated into this policy. The regulations state that employees must adequately account for their travel, meals and entertainment expenses and they must provide documentary evidence of their travel, mileage, and other employee business expenses. This evidence should include items such as receipts, along with any statement of expenses or similar record in which the employee entered each expense. Please refer to the Expense Reimbursement Policy for details.

### 1.1. Airfare

1.1.1. Employees, in most cases, are expected to book flights for travel at least 14 days in advance of a scheduled trip. When it's not possible to book in advance, approval must be received from the employee's supervisor prior to booking the flight and a copy of the approval must be submitted along with the expense reimbursement report. Non-refundable tickets tend to be less expensive than refundable tickets. Canceled, non-refundable tickets are valid for up to one year and must be applied to future company-related flights.

2.1.1. Air mileage programs can be set up by the employees in Navan. Airline miles earned on business-related travel are retained by the employee. The employee airline rewards number can be added to a travel profile by selecting Profile / Loyalty Programs / + Add Flight Loyalty. Please

contact the Travel Administrator or email [Concurhelp@bridgeig.com](mailto:Concurhelp@bridgeig.com) if having trouble adding a program.

- 3.1.1. All employees are expected to book flights in standard economy/main cabin. For flights over 3 hours, comfort/economy plus is allowed. For Red-eye flights (that depart at night and arrive the next morning), business/first class is allowed. For international travel (not including Canada or Mexico), the Company will allow business class booking for flights over 4 hours. **Any exceptions that are not preapproved in advance by the CEO, COO or CFO of BRDG may not be reimbursed.**
- 4.1.1. Employees may use frequent flyer benefits for upgrades, but the use of these programs cannot increase the cost of tickets.
- 5.1.1. Any additional expenses incurred after booking, such as an upgrade fee, reserved seat fee, etc. are the responsibility of the employee and will not be reimbursed. Employees can use personal miles or status for seat upgrades.
- 6.1.1. In-flight internet charges will be reimbursed. Most travelers should use the “per use” option when purchasing in-flight internet service. However, frequent travelers who consistently travel more than three times a month should utilize a monthly rate package as this is generally more economical for the Company. Travelers are asked to use their best judgement when making this decision. When flying on Delta please use the free Wi-Fi
- 3.1.7. Through our Corporate Agreement with Delta Airlines, we receive an upfront discount of between 2 - 9%. **To receive the discount tickets must be booked using Navan.** “Tickets purchased under this Incentive Program shall be used solely by company employees traveling on company business”.
- 4.1.7. TSA Precheck will be reimbursed for high volume travelers traveling on average 3 or more times per month for the company. Clear will not be reimbursed.

## 2.1. **Lodging**

- 1.1.1. Employees should book a hotel where we have a corporate rate if one exists in the destination city and the hotel near where you’re conducting business. The Travel Administrator will update the hotel negotiated rate list regularly. The list can be found on Bridge community page <https://www.community.bridgeig.com/concur>
- 2.1.1. Employees should book standard rooms. Upgrades are acceptable if there is no additional cost or if prior approval is received.
- 3.1.1. Lodging costs should not exceed the daily base room rate of \$200 (not including fees and taxes) for most US cities. Top tier cities like Los Angeles, New York, and San Francisco) should not exceed the daily base room rate of \$400 (not including fees and taxes). The Company has negotiated hotel rates in several cities and travelers are expected to use the designated hotels.
- 4.1.1. Some industry conferences, international cities, and US markets, such as California and New York, will be more expensive. It is acceptable to stay at a conference designated hotel which may have a higher rate. In these cases, our travel management program will accommodate for the additional expense up to an approved limit. Anything above that limit should be approved by the employee’s supervisor.
- 5.1.1. Employees must provide the hotel folio when requesting reimbursement for lodging expenses. A credit card statement will not be accepted as a receipt. Employees will be reimbursed for hotel Wi-Fi, tips, and car parking as a part of the hotel stay.
- 6.1.1. It’s not recommended to prepay for hotel rooms, except in the case of industry conferences. Please be aware of hotel cancellation policies to avoid unnecessary cancellation fees.
- 5.1.7. Travelers staying in a hotel a minimum of 5 nights a year are approved and will be reimbursed for the standard AAA card. Be sure to have the AAA card with you to present during hotel check-in if asked.

### **3.1. Transportation**

- 1.1.1. Employees should pick the most cost-effective, efficient, and safe ground transportation available.
- 2.1.1. When traveling for industry conferences or through urban areas, employees should use ground transportation options such as Lyft, Taxi or Uber, where available. Regular Lyft or UberX should be used unless traveling with a larger group. A car service may only be used if no other reliable transportation options are available.
- 6.1.7. We have teamed up with Uber to make the expense process faster by auto populating receipts into Concur Expense.

### **Rental Cars**

- 7.1.7. The Company has a Corporate Rate Agreement with National/Enterprise and Travelers are required to rent from National/Enterprise. If a vehicle is not available at the time of booking contact the Travel Administrator or email [Concurhelp@bridgeig.com](mailto:Concurhelp@bridgeig.com) to find a solution. It is recommended that all travelers sign up to become an Emerald Club member to bypass the counter and choose any rental car you'd like from the Emerald Aisle, and only pay the reserved intermediate car rental rate. Below are the parameters that should be followed when arranging a car rental:
  - Employees should select an intermediate car at time of booking.
  - One car is typically suitable for up to 4 employees traveling together.
  - Booking an intermediate car with an EMERALD account will give the traveler a 93% chance of getting an upgrade to a better vehicle, while still paying the mid-size price. Manager approval is required for a booking other than mid-size.
- 8.1.7. Employees are responsible to pay for the car rental and submit for reimbursement through the Company expense reimbursement program. Employees must retain a rental car receipt to be reimbursed.
- 9.1.7. Employees must report any accidents to their supervisor and the Travel Administrator immediately.
- 10.1.7. Typically, employees should refill the gas in the rental car prior to returning it to maximize savings. Gas is considered reimbursable with a receipt. If traveling on tight deadlines or to not miss a flight, returning the vehicle without filling up is acceptable.
- 11.1.7. Rental car programs can be set-up by the employee if the maximum daily base rate is in line with Company policy of \$55 or less. Rental car points earned on business-related travel are retained by the employee.
- 12.1.7. The company provides liability insurance when renting a vehicle from any car rental company while traveling for business. When renting from National / Enterprise damage waiver insurance which covers the rental car only is included in the price of the vehicle. If not renting from National / Enterprise travelers must purchase damage waiver insurance from the car rental company.
- 13.1.7. If using your POV for business and driving over 100 miles per day we recommend renting a car.

### **Rail Transportation**

- 14.1.7. Transportation by rail is permitted when it is less expensive than an alternative means of transportation or when convenience or safety are significant factors.
- 15.1.7. Employees using rail transportation should book an economy-class ticket.
- 16.1.7. If the trip is greater than 6 hours, employees may book a business-class ticket.

### **Personal Car**

- 17.1.7. Employees are permitted to use their personal cars for business travel, given that it is an affordable and reasonable method of transportation. Employees will be reimbursed at the IRS standard

reimbursement rate.

18.1.7. Employees will be reimbursed for tolls acquired from bridges, highways, ferries, parking, etc. if a receipt is submitted.

#### 4.1. **Meals**

- 1.1.1. Business meals should be conducive to actual business discussions. All meals being submitted for reimbursement must include a receipt, identify the names of the people who attended the meal and the purpose of the meal.
- 2.1.1. The company guideline for individual traveler meals is up to \$100 a day for meal submission while traveling. As an example, if you had a three-day trip, you would have \$300 available to spend on meals.
- 3.1.1. Reimbursement for alcohol consumed is subject to approval. If alcohol is consumed, it's expected that the employee will act responsibly and avoid excess. Use Lyft, Taxi or Uber, if necessary.
- 4.1.1. While we will reimburse 100% of your meal expenses, meals and entertainment are limited to 50% deductibility per IRS regulations. IRS regulations state: A "reimbursement or allowance arrangement" provides for payment of advances, reimbursements, and allowances for travel, meals and entertainment expenses incurred by your employees during the ordinary course of business. For example, you can deduct 100% of the cost of meals from your business books and records. However, only 50% of these costs are allowed by law as a tax deduction.
- 5.1.1. Admittance into an airline lounge will be reimbursed if it is used in lieu of a meal and is otherwise in accordance with the daily maximum for all 3 meals.

#### 5.1. **Client Entertainment Expenses**

- 1.1.1. Entertainment should not be extravagant or improper; employees should use their best judgment when accommodating clients.
- 2.1.1. The most senior member of the company present at client events should request reimbursement.
- 3.1.1. An original detailed receipt is required for reimbursement of client entertainment expenses including the names of individuals attending and the business purpose of the entertainment.

#### 6.1. **Parking**

- 1.1.1. The company will cover the cost of parking your car at the airport and parking fees for a rental car while traveling on company business. If traveling for an extended period, it may be more cost effective to use a Lyft, Taxi or Uber in lieu of parking at the airport.
- 2.1.1. Economy or long-term parking is the most cost-effective and preferred option. This typically averages \$20 per day or less in most locations. In the event of an emergency (i.e., possibly missing a flight) or as determined by a supervisor, short-term or garage parking may be used but should not be the norm.

#### 7.1. **Employee Advance for Travel**

- 1.1.1. In hardship circumstances, the company may provide an advance to the employee for company related travel after approval is obtained by their supervisor. Advances may be made up to 2 weeks prior to the date of travel. Any advance requests will be reviewed on a case-by-case basis to determine the needs of the employee.
- 2.1.1. Employees must adequately account for their expenses within 30 days after the travel has occurred on an expense reimbursement form. Any excess advanced funds must be returned to

the company.

3.1.1. Any outstanding advanced funds that are not returned within 30 days will be deducted from the employee's paycheck.

8.1. **Non-Reimbursable Items**

1.1.1. The following expenses incurred by the business traveler will not be reimbursed by the company:

- Excess baggage fees
- Airline upgrade fees
- Airline club memberships
- Fines from negligent driving (speeding tickets, parking violations, etc.)

4. **Traveler Safety**

Your safety is our priority. Please be sure that your emergency contact info is up to date.

5. **Expense Reimbursement Procedure**

Please refer to the Expense Reimbursement Policy for details.



### ***Cell Phone Reimbursement***

Unless expressly authorized by the Company, using a personal mobile device for work is not a necessary part of the job and is strictly prohibited. If you feel that your job duties require use of a mobile device, please seek authorization from a supervisor prior to using your personal mobile device for work. To the extent possible, employees should conduct Company business by using Company-provided phones rather than by their personal mobile devices.

Certain positions within the Company, which varies by vertical, will receive a monthly cell phone reimbursement that requires supervisor/department head approval and is administered through payroll. If you believe that the business that is being conducted via your mobile device results in an expense to you that is greater than what the Company is offering, please contact Human Resources.

# TIMES OFF/LEAVES OF ABSENCE

## Holiday Pay

The Company provides eleven (11) paid holidays for all eligible full-time employees who work 30 or more hours per week. Eligibility is immediate upon hire. temporary or seasonal full-time, and temporary or seasonal part-time employees are not eligible for holiday pay.

The Company has designated eleven (11) holidays to be observed by all states as follows:

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

The Payroll department will send a schedule of paid holidays to each location at the beginning of each year; this schedule will be posted in the business office of each location.

There may be occasions when employees are required to work on a Company observed holiday. In this circumstance, employees will be given another day off during the week as their paid holiday. For non-exempt employees, holiday pay will be given along with pay for hours worked on a holiday. In this event, holiday hours would not count towards total worked hours for overtime pay purposes. Should a holiday fall on a weekend, the holiday will be observed on the work day closest to the holiday.

Employees must work either the day before or the day after the holiday to receive holiday pay, unless on pre-approved paid time-off or taking an excused absence. Employees on an unpaid leave will not receive holiday pay. A holiday cannot be an employee's last day of employment unless they report to work that day.

Time off may be granted to employees who desire to observe a religious holiday that is not recognized by the Company. These employees are encouraged to request such holiday time off from their supervisor.

Exempt employees will not receive additional holiday pay but rather will be paid their regular salary for the week in which a holiday falls.

## Vacation

The Company provides paid vacation to all regular full-time employees. Regular part-time, temporary or seasonal full-time, and temporary or seasonal part-time employees are not eligible for vacation time. However, some employees may take time off with the approval of their supervisor, without pay. Vacation cannot be used in less than 2-hour increments. Employees who are out on a leave of absence do not

accrue vacation time while they are on leave.

All regular full-time employees will begin accruing vacation on their first full pay period. Therefore, if an employee begins working in the middle of a pay period, they begin accruing vacation on the first day of the next pay period. Employees accrue vacation hours according to the number of years of service they have with the Company. The schedule is as follows:

<b><i>Total Years of Service</i></b>	<b>Hours Accrued Per Pay Period</b>	<b>Days Accrued Per Pay Year</b>	<b>Maximum Accrual Cap</b>
<i>0-5 years of Service</i>	3.69	12	18 days
<i>5-10 years of service</i>	4.62	15	22.5 days
<i>10-15 years of service</i>	6.15	20	30 days
<i>15+</i>	7.69	25	37.5 days

Vacation may not be accrued in excess of the applicable maximum accrual cap above. Once your unused and accrued vacation reaches the maximum cap, you will not accrue any additional vacation time until prior vacation time has been used and your accrued balance falls below the maximum accrual cap.

Any increase in the amount of vacation time an employee is eligible to earn will take effect on the first of the month following their anniversary date. "Anniversary Date" is the date an employee first began working for the Company.

Vacations are scheduled in each work area based on the operational needs of the Company and must be approved in advance by one's supervisor. Usually, a limited number of employees from each location may be gone at the same time to ensure that service is not affected when employees take vacation. Employees should ask their supervisor about specific vacation scheduling at individual locations. Also, the Company, at its sole discretion, may require you to take your vacation at a particular time, and may also refuse your request for vacation where business needs dictate. Employees are required to notify and get approval from their supervisor at least two weeks prior to their use of vacation time.

Vacation time is provided so that you are better able to perform your job when you return. For this reason, the Company requires employees to take their vacation and does not permit employees to take pay in lieu of time off.

Vacation will be paid at the employee's base rate of pay at the time the leave is taken. Vacation pay is not included in overtime calculation and does not include any special forms of compensation such as incentives, commissions, bonuses or shift differentials. If a holiday falls during the employee's vacation, the day will be charged to holiday pay rather than to vacation pay. To be eligible for vacation pay, you must work your last scheduled day before the vacation and the first scheduled day after the vacation, unless you are taking an excused absence on those days.

Leave taken beyond an employee's available vacation balance will be unpaid by the Company unless otherwise required under state or federal law.

The Company will pay all accrued but unused vacation pay when an employee leaves the Company.

## **Volunteer Time Off (VTO)**

All employees are eligible for up to 8 hours of paid volunteer time off (VTO) that can be used within each calendar year for volunteer service. You may be asked to supply supporting documentation or details about where you are volunteering before the VTO is approved. VTO is to be utilized for Bridge sponsored events (Junior Achievement, We Got Your Back, Sleep Out, etc.). If there are no Company sponsored events near you, you must obtain approval from your supervisor two weeks prior to submitting the time. VTO hours are to supplement missed time from a regular scheduled shift. Any hours not used will not roll over from year to year as it is a use it or lose it policy.

## **Paid Sick Leave**

The Company provides paid sick leave to employees who have worked 30 or more days in California within a year of their employment with the Company. The sick leave year runs from anniversary to anniversary. Eligible employees will accrue one (1) hour of paid sick leave for every 30 hours worked, up to a maximum accrual of 80 hours or ten (10) days of paid sick leave. Sick leave may not be accrued in excess of the applicable maximum accrual cap. Once your unused and accrued sick leave reaches the maximum cap, you will not become eligible to accrue any additional sick leave until prior sick time has been used and your accrued balance falls below the maximum accrual cap.

Beginning on the 90th day of employment, eligible employees working within the geographical boundaries of the City of San Francisco may begin to use paid sick leave as it is accrued; eligible employees working within the geographical boundaries of the City of Los Angeles may begin to use paid sick leave as it is accrued, up to a maximum of forty-eight (48) hours of paid sick leave per year; and all other eligible employees may begin to use paid sick leave as it is accrued, up to a maximum of (40) hours or five (5) days of paid sick leave per year. If an employee separates from the Company before the 90th day of employment and is rehired by the Company within one (1) year from the date of separation, all prior days of employment shall count toward the ninety (90) days of employment, after which the employee may use paid sick leave as it is accrued.

Employees working within the geographical boundaries of the City of San Francisco may not use accrued paid sick leave in increments of less than one (1) hour, and all other employees may not use accrued paid sick leave in increments of less than two (2) hours. Unused sick leave will carry over to the next year, up to a maximum of eighty (80) hours or ten (10) days of accrued paid sick leave.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member. Employees working within the geographical boundaries of the City of Los Angeles may also use sick leave in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for any individual related by blood or affinity whose close association with the employee is the equivalent of

a family relationship. “Family member” for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child’s age), parent (including a stepparent or parent-in-law), grandparent, grandchild, sibling, or a designated person. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, or foster care relationships. “Designated person” for the purposes of this policy is a person identified by the employee at the time the employee requests paid sick days. Employees will be limited to identifying one (1) designated person per twelve (12)-month period. Leave under this policy may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning. Sick leave may also be used for bereavement leave within three (3) months of the death of an employee’s family member. Employees working within the geographical boundaries of the City of San Francisco may also use sick leave off in connection with a bone marrow and/or organ donation by an employee or an employee’s family member.

Consult Human Resources for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee.

Employees must make an oral or written request for paid sick leave. Employees requesting time off under this policy must provide as much advance notice as possible, if the need for leave is foreseeable. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable. Accrued, unused time under this policy will not be paid out at the time of separation from employment. However, employees who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. For more information regarding this policy, contact Human Resources.

## **Discretionary Leave**

A discretionary leave of absence is absence without pay, authorized in advance by management, for a maximum time of 8 weeks. At that point the employee must either return to work or be terminated. A leave of absence implies that the employee intends to return to the same or similar position, which will be available when the employee returns. A discretionary leave of absence is not related to a leave that qualifies under the Family and Medical Leave Act (FMLA). Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination. Discretionary leave must be pre-approved through Human Resources and the employees’ manager/supervisor. Employees do not accrue paid leave benefits while on a discretionary leave of absence.

You should speak directly with Human Resources prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as your periodic reporting and re-verification obligations. Failure to comply with Company policy may substantially affect your ability to return to work under this policy.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and

including termination.

## **Medical Leave of Absence**

Employees who are ineligible for leave under the federal Family and Medical Leave Act and California Family Rights Act as provided below, or who have exceeded their leave allotment under those laws, are nonetheless eligible for medical leave according to the following policy:

Employees are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you are unable to work for medical reasons for a period in excess of three (3) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or Company approved physician which states that you are unable to work and provides the duration of leave that you require. The Company reserves the right to have employees on a medical leave of absence examined by a physician of the Company's choice. The Company may require periodic physician's verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

During a medical leave of absence, the Company's medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under the Company's plan. If you remain eligible for such coverage you must pay your share of the premium the same as if you continued working. If you are not eligible to continue coverage under the Company's plan you will be issued a COBRA notice and given the option of continuing coverage at your own expense. The plan document ultimately governs your eligibility for and entitlement to these benefits.

The duration of a medical leave of absence will depend not only on the length of time your doctor certifies you need but also how much time can be provided as a reasonable accommodation without your absence causing the Company to suffer an undue hardship. Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying the Company in writing that you are ready and able to return to work.

Failure to report to work as scheduled following a leave of absence without notifying the Company of your need for additional leave can result in dismissal. Employees who are out on leaves of absence will not accrue such benefits as vacation or holiday pay during their leaves of absence.

You should speak directly with the Human Resources Department prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as reporting and verification obligations, and your obligations to pay health insurance premiums, if applicable. Failure to comply with Company policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage.

### ***Other Employment***

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while on leave from the Company if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including a medical leave and violation may result in disciplinary action, up to and including immediate termination of employment.

### ***Fraud***

Providing false or misleading information or omitting material information in connection with any medical leave will result in disciplinary action, up to and including immediate termination. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **Family and Medical Leave Act**

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law, including any rights afforded by applicable state law.

If employees have any questions, concerns, or disputes with this policy, they must contact Human Resources in writing.

### **General Provisions**

Under this policy, the Company will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy and specific state laws.

### **Eligibility**

To qualify for family or medical leave under this policy, the employee must meet the following conditions:

The employee must have worked for the Company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

The employee must work in a work site where 50 or more employees are employed by the Company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

## **Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

The birth of a child, or to care for a newly born child (up to 12 weeks);

The placement of a child for adoption or foster care and to care for a newly placed child (up to 12 weeks);

To care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (described below) (up to 12 weeks);

The serious health condition (described below) of the employee that makes the employee unable to perform the employee's job (up to 12 weeks);

To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or,

To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

- The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

## **Definitions**

A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

Employees with questions about what illnesses are covered under this FMLA policy or under the Company's PTO policy are encouraged to consult with Human Resources.

If an employee takes paid PTO for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

## **Identifying the 12-Month Period**

The Company measures the twelve (12) month period in which leave is taken by the "rolling" twelve (12) month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a Covered Servicemember, the Company calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends twelve



(12) months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

### **Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, their injury or illness. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unreasonably disrupt the Company's operations. Intermittent leave is permitted in increments of at least one (1) hour.

### **Use of Paid Leave**

Depending on the purpose of your leave request, the Company may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. If the Company does not require you to do so, you may elect to substitute paid leave for FMLA leave, so long as you comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). Additionally, depending on the purpose of your leave request, you may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of your FMLA leave. This paid disability leave runs concurrently with FMLA leave, and may continue longer than the FMLA leave if permitted by the disability leave plan.

### **Maintenance of Health Benefits**

The Company will maintain coverage under the Company's group health plan during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits.

### **Notice and Medical Certification**

When seeking FMLA leave, you must provide:

- Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.
- Thirty (30) days advance notice of the need to take FMLA leave, if the need for leave is foreseeable,

or notice as soon as practicable in the case of unforeseeable leave and in compliance with the Company's normal call-in procedures, absent unusual circumstances.

- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) calendar days of the Company's request to provide the certification (additional time may be permitted under certain circumstances). If you fail to do so, the Company may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to disciplinary action, up to and including termination. Second or third medical opinions and periodic re-certifications may also be required.
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.
- Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition, as permitted by law. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the above requirements may result in delay, denial of leave, or disciplinary action.

### **Employer Responsibilities**

The Company will inform you whether you are eligible for leave under the FMLA. Should you be eligible for FMLA leave, the Company will provide a notice that specifies any additional information required as well as your rights and responsibilities. The Company will also inform you if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for FMLA leave, the Company will provide a reason for the ineligibility.

### **Job Restoration**

Except as otherwise provided by applicable law, upon returning from FMLA leave, you will be restored to the same or a comparable position as the position held prior to the leave.

### **Failure to Return after FMLA Leave**

If you fail to return to work as scheduled after FMLA leave or you exceed the twelve (12) week FMLA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), you will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after FMLA leave, you must notify Human Resources. If the Company becomes aware of the need for additional leave, the Company will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

### **Other Employment**

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while on leave from the Company if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including FMLA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

## **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **Military-Related FMLA Leave**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

### **Definitions**

A "Covered Servicemember" is either: (1) a current Servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the Servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a "covered veteran" who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A "covered veteran" is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five (5) year period.

The FMLA definitions of "serious injury or illness" for current Servicemembers and veterans are distinct from the FMLA definition of "serious health condition." For purposes of Military-Related FMLA Leave, the term "serious injury or illness" means an injury or illness incurred by the Servicemember in the line of duty while on active duty in the Armed Forces that may render the Servicemember medically unfit to perform the duties of the Servicemember's office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the

Servicemember unable to perform the duties of the Servicemember's office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

### **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a "Covered Servicemember," which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member's office, grade, rank, or rating. Military Caregiver Leave is not available to care for Servicemembers on the *permanent* disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be eligible for Military Caregiver Leave, you must be a spouse, son, daughter, parent, or next of kin of the Covered Servicemember. "Next of kin" means the nearest blood relative of the Servicemember, other than the Servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the Servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the Servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. You must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a Covered Servicemember in a "single twelve (12) month period." The "single twelve (12) month period" begins on the first day leave is taken to care for a Covered Servicemember and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your twenty-six (26) workweeks of Military Caregiver Leave during this "single twelve (12) month period," the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each Servicemember. Consequently, an eligible

employee may take separate periods of caregiver leave for each and every Covered Servicemember, and/or for each and every serious injury or illness of the same Covered Servicemember. A total of no more than twenty-six (26) workweeks of Military Caregiver Leave, however, may be taken within any single twelve (12) month period.

Within the “single twelve (12) month period” described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single twelve (12) month period,” an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a Covered Servicemember when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or Covered Servicemember and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e., the employee’s spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a “single twelve (12) month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under the order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- Military events and related activities. To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation. If your spouse or registered domestic partner is a member of the military, you may be entitled to an additional ten (10) days of unpaid leave. Please refer to the Military Leave of Absence above for more details.
- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- Mutually agreed leave. Other events that arise from the close family member's call or order to active duty, provided that the Company and the employee agree that such leave qualifies as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **California Family Rights Act**

The California Family Rights Act ("CFRA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an eligible employee may

use is twelve (12) weeks within a twelve (12) month period.

In most circumstances, the Company anticipates that CFRA leave will run concurrently with leave under the federal Family and Medical Leave Act (“FMLA”). In such case(s), the aggregate amount of CFRA leave and/or FMLA leave shall not exceed twelve (12) workweeks in a twelve (12) month period. However, under the following circumstances, CFRA leave will not run concurrently with FMLA leave:

- CFRA leave for birth of an employee’s registered domestic partner’s child, including time for bonding with the child.
- CFRA leave for placement of a child for adoption or foster care with an employee’s registered domestic partner.
- CFRA leave to care for an employee’s registered domestic partner, registered domestic partner’s child, parent-in-law, grandparent, grandchild, sibling or a designated person who has a serious health condition.
- FMLA leave taken for disability on account of pregnancy, childbirth, or related medical conditions. (See Family and Medical Leave Act Policy for more information).
- Additional FMLA leave to care for a Covered Servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the Covered Servicemember (See Family and Medical Leave Act Policy for more information).

### **Employee Eligibility**

To be eligible for CFRA leave, you must:

- Have worked at least twelve (12) months for the Company; and
- Have worked at least 1,250 hours for the Company over the twelve (12) months preceding the date your leave would begin.

### **Reasons for Taking Leave**

CFRA leave may be taken for the following reasons:

- Birth of an employee’s child, including time for bonding with the child after birth. Such time is available to employees regardless of sex or gender.
- Placement of a child with an employee or an employee’s registered domestic partner in connection with the adoption or foster care of the child by the employee. Such time is available to employees regardless of sex or gender.
- To care for an employee’s spouse, registered domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling or a designated person who has a serious health condition.
- Because of an employee’s own serious health condition that makes the employee unable to perform the functions of the employee’s position, except for leave taken for disability

on account of pregnancy, childbirth, or related medical conditions (see Pregnancy Disability Leave of Absence Policy).

- For certain qualifying exigencies (as defined below) related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

## Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either (i) inpatient care in a hospital, hospice, or residential care facility, or (ii) continuing treatment or supervision by a health care provider.

A "child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis, regardless of age.

A "parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

A "parent-in-law" means the parent of a spouse or registered domestic partner.

A "sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

A "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees will be limited to identifying one (1) designated person per twelve (12)-month period.

A "qualifying exigency" related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent ("military member") means any of the exigencies described in California Unemployment Insurance Code section 3302.2, a copy of which you may obtain from Human Resources. These exigencies include:

- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the military member's representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation.



- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the military member's active duty status.

### **Identifying the 12-Month Period**

The Company measures the twelve (12) month period in which leave is taken starting from the first date of any CFRA leave. CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of such birth or placement.

### **Using Leave**

Eligible employees may take CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing their normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or to care for a covered family member. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unreasonably disrupt the Company's operations. For the birth of or care for a newly-born child, or for the adoption or foster-care placement of a child, intermittent leave must be taken in increments of at least two (2) weeks, with shorter increments allowed on any two (2) occasions. For all other kinds of CFRA leave, intermittent leave may be taken in increments of at least one (1) hour.

### **Use of Paid Leave**

Depending on the reason for your leave, the Company may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your CFRA leave. If the Company does not require you to do so, you may elect to substitute paid leave for CFRA leave, so long as you comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). Additionally, depending on the reason for your leave, an eligible employee may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of their CFRA leave. This paid disability leave runs concurrently with CFRA leave and may continue longer than the CFRA leave, if permitted by the disability leave plan.

### **Maintenance of Health Benefits**

The Company will maintain coverage under the Company's group health plan during your CFRA leave, on the same terms and conditions as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you or your family during your leave. Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage and benefits.

### **Notice and Medical Certification**

In order to qualify for CFRA leave, you must provide:

- Reasonable advance notice (at least thirty (30) days) if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave, in compliance with the Company's standard call-in procedures, absent unusual circumstances.
- Medical certification supporting the need for leave due to a serious health condition affecting you or a covered family member, within fifteen (15) calendar days of the Company's request (additional time may be permitted under certain circumstances). If you fail to do so, the Company may delay the start of your leave, retract any designation of CFRA leave, or deny leave, in which case your leave of absence would be treated in accordance with our other leave of absence and attendance policies. Second or third medical opinions and periodic re-certifications may also be required.
- Appropriate documentation, within fifteen (15) days of the Company's request (additional time may be permitted under certain circumstances), supporting the need for leave due to a qualifying military exigency. Such documentation may be in the form of a copy of the military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member.
- Periodic reports as required by the Company during the leave regarding your status and intent to return to work.
- Medical certification from your medical provider of your fitness to return to work, if the leave was due to your own serious health condition, as permitted by law.

Failure to comply with the above requirements may result in delay, denial of leave, or disciplinary action.

### **Employer Responsibilities**

The Company will inform you whether you are eligible for leave under CFRA. Should you be eligible for CFRA leave, the Company will provide a notice that specifies any additional information required as well as your rights and responsibilities. The Company will also inform you if leave will be designated under CFRA and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for CFRA leave, the Company will provide a reason for the ineligibility.

### **Job Restoration**

Except as otherwise provided by applicable law, upon returning from CFRA leave, you will be restored to the same or a comparable position as the position held prior to the leave.

### **Failure to Return after CFRA Leave**

If you fail to return to work as scheduled or fail to contact the Company after your CFRA leave expires, you will be subject to the Company's standard leave of absence, attendance, and other policies. Likewise, following the conclusion of your CFRA leave, the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after CFRA leave, you must notify Human Resources. If the Company becomes aware of the need for additional leave,

the Company will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

### **Other Employment**

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while on leave from the Company if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including CFRA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

### **Fraud**

Providing false or misleading information or omitting material information in connection with a request for CFRA leave may result in disciplinary action, up to and including immediate termination.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **Parental Leave Policy**

### ***Purpose/Objective***

The Company will provide paid parental leave to all full-time eligible employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or newly placed adopted or foster child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave or the California Family Rights Act (CFRA), as applicable. To be eligible for paid parental leave, you must have been employed by the Company for six months prior to the birth or placement of the child. The amount of paid leave will be determined by your tenure.

### ***Eligibility***

#### ***Eligible employees must meet the following criteria:***

- Been employed with the Company for at least 6 months
- Worked at least 30 hours or more per week in the 6 months preceding the date the leave would begin
- Be a full-time employee (part-time, seasonal, or temporary employees and interns are not eligible for this benefit)

In addition, employees must meet one of the following criteria:

- Have given birth to a child or had a child through a surrogate
- Be a spouse or committed partner of an individual who has given birth to a child
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17)

or younger). The adoption of a spouse's child is excluded from this policy

### ***Amount, Time Frame and Duration of Paid Parental Leave***

- Eligible employees after 6 months of service will receive a maximum of 4 weeks of paid parental leave for the primary caregiver and 2 weeks of parental leave for the secondary caregiver, per birth, adoption, or placement of a child/children. Eligible employees after 2 years of service will receive a maximum of 12 weeks of paid parental leave for the primary caregiver and 2 weeks of paid parental leave for the secondary caregiver per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of paid leave granted for that event. In addition, in no case will an employee receive more than 12 weeks of paid leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
- Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption, or placement of a child with the employee.
- Paid parental leave may not be used or extended beyond this 12-month time frame.
- Employees taking leave as the primary care provider must take paid parental leave in one continuous period of leave and must use all paid leave during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame. Employees taking leave as the secondary care provider can take paid parental leave continuously or incrementally.
- Any unused paid parental leave will be forfeited at the end of the 12-month time frame.
- Upon termination of the individual's employment at the company, they will not be paid for any unused paid parental leave for which the employee was eligible.

### ***Coordination with Other Policies***

- Paid parental leave taken under this policy will run concurrently with leave under the FMLA. Thus, for any leave taken under this policy that falls under the definition of circumstances qualifying for FMLA due to the birth or placement of a child as a result of adoption or foster care, such leave will be counted toward the 12 weeks of available FMLA leave per 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through the employee's accrued paid leave (such as sick leave or vacation). Upon exhaustion of personal time, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- The Company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as sick leave or vacation.
- If a company holiday occurs while the employee is on paid parental leave, it will be paid as holiday

pay. However, such holiday pay will not extend the total paid parental leave entitlement.

- An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period that the employee is on paid parental leave as if the employee was on FMLA-qualified leave.

#### ***Requests for Paid Parental Leave***

- The employee will provide their supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR Department to substantiate the request.
- The employee must certify their status as primary or secondary caregiver at the time of the leave request. This certification must include a basis for why the employee requests primary or secondary caregiver leave.
- As is the case with all company policies, the organization has the exclusive right to interpret this policy.

### **Bereavement Leave**

Eligible employees may receive up to five (5) days of paid bereavement leave in the event they miss regularly scheduled workdays due to the death or funeral of a member of the employee's family. A family member includes your spouse, registered domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild as defined under the California Family Rights Act (CFRA).

To be eligible, employees must have been employed with the Company for at least thirty (30) days immediately before leave starts.

Employees who are notified of the death of a family member while at work will be paid for the remainder of the scheduled hours that day. Eligible employees may take bereavement leave in a single block of time or intermittently within three (3) months of the employee's family member's death. All time off in connection with the death of a family member, as defined above, should be scheduled with your supervisor. The Company will make reasonable efforts to safeguard the employee's privacy with respect to a request for bereavement leave. Employees are encouraged to request leave under this policy without fear of retaliation.

The Company reserves the right to request supporting documentation of the need for bereavement leave within thirty (30) days of the employee's first day of leave. This documentation can include a death certificate, a published obituary, or a written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

### **Civic Duties**

**Jury Duty:** If you receive a jury duty summons, please notify your supervisor immediately so your supervisor may plan the department's work with as little disruption as possible.

While non-exempt employees are on jury duty, the Company will pay the difference between their basic rate of pay and the total amount of pay they receive from serving as a juror, for up to one (1) week per

calendar year.

Exempt employees will continue to receive their regular salary for any week in which they perform any work while on jury duty, pursuant to state and federal law.

Employees will not be required to use vacation, sick leave, or any other accrued paid leave benefits, though employees may choose to use any available vacation during any period of unpaid jury duty. Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

**Witness Duty:** If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

Unless otherwise required by federal, state, or local law, time spent on witness duty will be unpaid for non-exempt employees.

Exempt employees will continue to receive their regular salary for any week in which they perform any work while on witness duty, pursuant to state and federal law.

Employees will not be required to use vacation, sick leave, or any other accrued paid leave benefits, though employees may choose to use any available vacation during any period of unpaid witness duty. Employees who are released from witness service before the end of their regularly scheduled shift or who are not asked to serve as a witness are expected to call their supervisor as soon as possible and report to work if requested.

## **Voting Leave**

The Company believes that it is the responsibility and duty of employees to exercise the privilege of voting in elections. In accordance with this philosophy, the company will grant its employees approved time off to vote in person, on election day.

### ***Time Off for Voting***

If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to two hours off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. The Company reserves the right to request a copy of your voter's receipt following any time off to vote.

## **Leave for Emergency Rescue Personnel**

To the extent required by law, employees who are volunteer firefighters, reserve peace officers, members of a disaster medical response team, or emergency rescue personnel ("Emergency Rescue Personnel") may receive unpaid leave to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Emergency Rescue Personnel may also take a temporary, unpaid leave of absence, not to exceed a total of fourteen (14) days per calendar year, in order to engage in fire, law

enforcement, or emergency rescue training.

If you are a state-sponsored or requested Emergency Rescue Personnel, please alert your supervisor so that they are aware of the fact that you may have to take time off under this policy. In the event that you need to take time off under this policy, please alert your supervisor in writing as far in advance as possible. You must provide the Company with appropriate documentation evidencing your performance of responsibilities under this policy upon returning to work. You may choose to use any accrued vacation or sick leave time, if available, for an absence described above. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **Civil Air Patrol Leave**

The Company will provide eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to ten (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by the Company.

To be eligible, employees must have been employed with the Company for ninety (90) days immediately preceding the commencement of leave.

Employees are expected to notify the Company of the need for Civil Air Patrol Leave by providing their supervisor with certification from Civil Air Patrol authorities as soon as possible. The Company will restore employees who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, employee benefits, pay and other terms and conditions of employment. You may choose to use any accrued vacation time, if available, for an absence described above. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **Military Leave of Absence**

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify the Company in advance of upcoming military duty by providing your supervisor with verbal or written notice as soon as possible. You may choose to use any accrued vacation time, if available, for an absence described above. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **Military Spouse Leave of Absence**

In addition, if your spouse or registered domestic partner qualifies as military personnel, and you work an average of twenty (20) hours per week for the Company, you may take up to ten (10) days of unpaid leave during the time your military spouse or registered domestic partner is home on leave during a period of military deployment. You may choose to use any accrued vacation time, if available, for an absence described above. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **Leave for Victims of Felony Crimes**

To the extent required by law, employees who are victims of certain, specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. To take this leave, you must provide the Company in advance with a copy of the notice of the proceeding. If advanced notice is not possible, you must provide Human Resources with appropriate documentation evidencing your attendance at the judicial proceeding upon returning to work. You may choose to use any accrued vacation time, if available, for an absence described above. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **Leave for Victims of Crimes or Abuse**

You may be eligible for leave under this policy if you meet one of the following definitions of a victim: 1) you are a victim of stalking, domestic violence, or sexual assault, 2) you are a victim of a crime that caused physical injury or that caused mental injury and a threat to physical injury, or 3) your immediate family member is deceased as the direct result of any crime or public offense that would be punishable as a misdemeanor or felony if it had been committed in the State of California. "Immediate family member" for purposes of this policy includes, regardless of age, a child (biological, adopted or foster), stepchild, legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, a person to whom the employee stood in loco parentis when the person was a minor, a parent (biological, adoptive, or foster), stepparent, legal guardian of an employee or an employee's spouse or domestic partner, or a person who stood in loco parentis when the employee or the employee's spouse or domestic partner was a minor child, a person to who the employee is legally married under the laws of any state, a domestic partner of an employee as registered under the law of any state or political subdivision, a sibling (biological, foster or adoptive), a stepsibling or a half-sibling.

Eligible employees may take unpaid time off to seek relief including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure their health, safety or welfare or that of their child.

Employees who meet the definition of victim above may also be eligible to take unpaid time off to: 1) seek medical attention for injuries caused by any crime or public offense that would be punishable as a misdemeanor or felony if it had been committed in the State of California or abuse, 2) obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse, 3) obtain psychological counseling or mental health services related to an experience of crime or abuse; and 4) take safety planning or other action, such as relocation, to protect against future crime or abuse.

To be eligible for this leave, you must provide the Company with advance notice of your need for leave. If advance notice is not possible, you must provide the Company with the following certification within a reasonable amount of time after returning to work: (1) a police report showing that you meet the definition of a victim as set forth above (2) a court order protecting you from the perpetrator of the crime



or abuse or other evidence from the court or prosecuting attorney that you appeared in court, 3) documentation from a medical professional, domestic violence or sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to receiving treatment or services for physical or mental injuries or abuse resulting in victimization from the crime or abuse, or (4) any other form of documentation that reasonably verifies that the crime or abuse occurred.

You may choose to use any available accrued paid leave benefits for an otherwise unpaid absence described above.

In addition, employees who are victims of domestic violence, sexual assault or stalking are entitled to a reasonable accommodation for the employee's safety while at work. If you require such an accommodation, please notify your supervisor or Human Resources. The Company will engage in a timely, good faith, and interactive process to determine effective reasonable accommodations. Employees are encouraged to request leave and accommodation under this policy without fear of retaliation.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **School Disciplinary Action Leave**

Employees who are requested by their child's school to appear at the school in connection with the suspension of their child from school will be provided unpaid time off for such purpose. Employees must provide reasonable advance notice that they have been requested to appear at the school where feasible. You may choose to use any accrued vacation time, if available, for an absence described above. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **Reproductive Loss Leave**

Eligible employees may receive up to five (5) days of unpaid reproductive loss leave following a reproductive loss event. A reproductive loss event means the day, or for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Eligible employees who experience more than one reproductive loss event will be limited to twenty (20) unpaid days off within a rolling 12-month period.

### **Employee Eligibility**

To be eligible, employees must have been employed with the Company for at least thirty (30) days immediately preceding the commencement of leave.

### **Definitions**

"Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.

“Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.

“Stillbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

“Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

“Assisted reproduction” means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation.

“Assisted reproduction” does not include any pregnancy achieved through sexual intercourse.

### **Using Leave**

Employees who experience a reproductive loss event while at work will be paid for the remainder of the scheduled hours that day. Eligible employees may take leave in a single block of time or intermittently within three (3) months of the reproductive loss event. However, if, prior to or immediately following a reproductive loss event, an employee is on or chooses to go on pregnancy disability leave, leave under the California Family Rights Act, or any other leave entitlement under state or federal law, the employee may complete their reproductive loss leave within three (3) months of the end date of the other leave.

All time off in connection with a reproductive loss event, as defined above, should be scheduled with your supervisor. The Company will make reasonable efforts to safeguard the employee’s privacy with respect to a request for reproductive loss leave. Employees are encouraged to request leave under this policy without fear of retaliation.

### **Use of Paid Leave**

You may choose to use any available accrued paid benefits, if available, for an absence described above. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

### **Unpaid Family School Partnership Leave**

The Company encourages its employees to be involved in the education of their children. Parents, guardians, step-parents, foster parents, grandparents, or individuals standing in loco parentis with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight (8) hours in any calendar month, to participate in school-related activities of their children or their registered domestic partner’s children. Employees may take leave to find, enroll, or reenroll their

child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, or to address child care provider or school emergencies.

You must personally notify your supervisor and Human Resources as soon as you learn of the need for the planned absence. You will not be allowed time off if you do not provide your supervisor with adequate notice. The Company may require verification of the school-related activity. You are requested to schedule activities such as parent/teacher conferences during non-work hours. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination. You may choose to use any accrued vacation time, if available, for an absence described above.

## **Leave for Organ and Bone Marrow Donors**

Employees who have been employed for at least ninety (90) days and who provide written verification to the Company that they are an organ or bone marrow donor are entitled to receive a paid job protected leave of absence that may be taken in one or more periods in order to donate.

Eligible organ donors are entitled to a paid leave of absence not to exceed thirty (30) business days in any one-year period of time. Such employees may also be eligible for an additional unpaid leave of absence not to exceed thirty (30) business days in any one-year period of time if they have exhausted all available sick leave. Employees will be required to use up to two (2) weeks of their vacation or sick leave for organ donor leave.

Eligible bone marrow donors are entitled to a paid leave of absence not to exceed five (5) business days in any one-year period. Employees will be required to use up to five (5) days of their vacation or sick leave for bone marrow donor leave.

The one-year period is measured from the date the eligible employee's leave begins and will consist of twelve (12) consecutive months. Leave under this policy does not run concurrently with leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **Pregnancy Disability Leave of Absence**

Employees may take a leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, "four (4) months" means the number of days the employee would normally work within four (4) calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy leave commences.

Prior to the start of your pregnancy disability leave, the Company will require a statement from your health care provider indicating that you are unable to perform your job and the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return. If you and/or your family participate in our group health plan, the Company

will maintain coverage during your pregnancy disability leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family.

Employees granted leaves for pregnancy will be returned to their same or a comparable position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to your request, if such a transfer is medically advisable. You should promptly notify Human Resources of your need for a reasonable accommodation as soon as reasonably possible. For more information, see the Pregnancy Accommodations policy.

You may choose to use any available accrued paid leave benefits for an otherwise unpaid absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

## **Alcohol and/or Drug Rehabilitation Leave**

The Company wishes to assist employees who recognize that they have a problem with alcohol and/or drugs that may interfere with their ability to perform their job in a satisfactory manner. Employees who have a problem with alcohol and/or drugs and who decide to enroll voluntarily in a rehabilitation program will be given unpaid time off to participate in the program unless it would result in an undue hardship to provide the time off. If an employee requests time off to participate in such a program, the Company will also make reasonable efforts to keep the fact that the employee enrolled in the program confidential. You may choose to use any available vacation for an otherwise unpaid absence described above. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

# BENEFITS

All regular full-time employees have the opportunity to participate in the Company group health, dental, vision and life insurance plans, collectively referred to as “the Plan”. A full description of the individual plans will be made available to employees. Regular full-time employees will be eligible for insurance coverage the first of the month following sixty (60) consecutive calendar days after their anniversary date. The insurance providers and terms of coverage and employee-paid amounts may change from time to time. Failure of the employee to pay their portion of their insurance premiums will result in the termination of their health/supplemental insurances.

## Medical, Dental and Vision Insurance

The Company offers multiple options for medical, dental, and vision insurance. The employee will be notified of their enrollment periods to make elections or to waive health insurance. Once made, elections are fixed for the remainder of the plan year. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change. Please contact the Human Resources department to determine if a family status change qualifies under the Plan document and IRS regulations.

At the end of each calendar year during open enrollment, which is the month of December, employees may change medical, dental, and vision elections for the following calendar year.

The Human Resources department is available to answer benefits plan questions and assist in enrollment as needed.

## Domestic Partners

Domestic partners are persons who:

- Are at least 18 years of age.
- Are not legally married to any person and are not related in any way that would prohibit marriage in the Company’s state of operation.
- Share permanent residence.

Domestic partners must have two of the following:

- Joint lease, mortgage or deed.
- Joint ownership of a vehicle.
- Joint ownership of a checking account or credit account.
- Designation of the domestic partner as beneficiary for the employee’s life insurance or retirement benefits.
- Shared household expenses.

Company verification of a domestic partnership may be required for coverage under company benefits.

- Children of domestic partners are eligible for benefits under the same conditions as are the children of employees' legal spouses.
- Enrollment of domestic partners and eligible dependent children is subject to the same rules as enrollment of other dependents.
- Domestic partners and their enrolled dependents receive the same or equivalent benefits as spouses, and their enrolled dependents receive group continuation health coverage through COBRA and/or individual conversion.
- An employee may terminate a domestic partnership by notifying Human Resources in writing of the termination of the domestic partnership within 30 days of its termination.

The tax consequences of a domestic partnership are the responsibility of the employee. The value of benefits provided to an employee's domestic partner (and to the domestic partner's eligible children, if any) is considered part of the employee's taxable income, unless the employee's domestic partner qualifies as a dependent under Section 152 of the Internal Revenue Code.

Questions regarding this policy should be directed to the Human Resources department.

## **Group Life Insurance**

The Company offers regular full-time employees, following fulfillment of the 60-Day Requirement, an employer-paid basic group term life policy along with an accidental death and dismemberment policy. Each policy is automatically set up for each qualifying employee.

## **Long-Term Disability Benefits**

The Company offers eligible employees (i.e., regular full-time employees who are regularly scheduled to work a minimum of 30 hours per week) a noncontributory long-term disability (LTD) base plan. This noncontributory base plan provides for monthly LTD benefits of 60% of basic monthly earnings to a maximum benefit of \$6,000 per month, less any other offsets. Regular full-time employees will be automatically enrolled as of the first of the month following sixty (60) consecutive calendar days following the date of hire. Long-term disability coverage terminates on the last day of employment.

Please contact Human Resources for more information.

## **401(k) Plan**

The Company offers a voluntary salary reduction plan, better known as a 401(k) plan, in which regular full-time and regular part-time employees (scheduled for and working a minimum of 20 hours per week), who are 21 years of age or older, will be automatically enrolled once they have met the eligibility requirements. Automatic enrollment will occur after 60 days of employment. Contributions will be 4% of employee's compensation. Employees can change the amount of contribution to higher or lower amount at any time. If an employee does not wish to participate they can opt-out.

Notices regarding the 401(k) plan are circulated to all employees periodically throughout the year. The Company currently matches employee 401(k) contributions dollar-for-dollar for all participating employees, on the first 4% of eligible compensation.

Further details about the 401(k) plan may be obtained from the Human Resources Department.

## **State Mandated Insurance Benefit Programs**

### ***State Disability Insurance***

The Company is required by law to deduct a certain amount from your pay to provide State Disability Insurance (“SDI”). SDI benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the California Employment Development Department, which administers the SDI program.

### ***Paid Family Leave***

The Company is also required to deduct a certain amount from of your pay to fund the Paid Family Leave (“PFL”) program. PFL benefits are payable, for up to eight (8) weeks in a twelve (12) month period, when you take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, parent-in-law, or to bond with a new child.

Despite its name, PFL does not provide you with any leave entitlement or time off. Rather, it is a benefit that you apply for when on an otherwise approved leave of absence pursuant to Company policy. You will be required to use up to two (2) weeks of accrued paid leave benefits, other than paid sick leave, prior to receiving PFL benefits during any twelve (12) month period. You may elect to use your paid sick leave or any other available paid leave benefits during receipt of PFL benefits. You must notify the Company if you intend to file for PFL benefits.

For information concerning these benefits, contact the California Employment Development Department (“EDD”), which administers the PFL program. All claims for PFL benefits must be submitted directly to the California EDD. The EDD ultimately determines whether you are eligible to receive PFL benefits. You will not be eligible for PFL benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers’ Compensation benefits.

## **Workers’ Compensation Benefits**

The Company pays the entire amount of its Workers’ Compensation insurance premium, which provides benefits to employees who experience injury or illness that arises out of the course and scope of employment. It is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that California law makes it a crime to knowingly file a false or fraudulent claim for Workers’ Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers’ Compensation claim. Such conduct is also against Company policy and will result in disciplinary action, up to and including termination of employment.

## **Tuition Reimbursement Policy Summary**

The policy is a broad guideline developed by the Company to assist with organizational decisions. The procedures detail how the policy should be applied. It is impossible to address every situation or circumstance, and decisions regarding this benefit will be made case-by-case. Bridge Investment Group will make every effort to ensure that all employees are treated fairly and equitably. Contact the Human Resources Department with questions at [talentdevelopment@bridgeig.com](mailto:talentdevelopment@bridgeig.com).

## Eligibility

- Full-time, regular employees who have completed twelve months of employment.
- Must be in good standing and cannot be under any corrective action or final warnings.

## Procedures

Employees interested in participating in this education assistance program must complete the Request for Employee Tuition Reimbursement Form and have it approved before the commencement of any coursework for which the employee intends to be reimbursed. The tuition reimbursement form can be found on the intranet page> HR> Resource Links> Tuition Reimbursement category.

The employee's head of the department must approve the request. When completed, the individual must submit the Request for Employee Tuition Reimbursement Form to the Human Resources Department for review and approval.

The Department head's written approval is required at least two weeks before class starts via the application.

Up to \$5,000.00 of covered tuition costs will be reimbursed annually. The level of reimbursement will also be contingent upon the final grade for the course.

Undergraduate or graduate courses must be completed at regionally accredited colleges or universities. Certifications must be completed through an industry recognized organization. Some certifications will be covered through your department and are not eligible for tuition reimbursement.

Reimbursement is contingent upon the earning of a passing grade. A "C" or better is considered a passing grade. The percentage of reimbursement is 105% for "A" s, 80% for "B" s and 60% for "C" s.

Upon completion of the course, the applicant must submit, within 45 days, legible copies of the following: (1) College/university invoice or statement indicating fees charged and the amount paid (the invoice must contain the school's name and address. Copies of canceled checks and credit card receipts will not be accepted); and (2) College/university grade card/report indicating the applicant's name, quarter/semester, course name(s) and grade(s) for the term.

For schools and universities that provide a flat-rate tuition option, reimbursement will be provided to employees who successfully complete at least three (3) courses during the semester or period for which the flat-rate tuition is applicable. All other requirements of the tuition reimbursement policy must still be met.

The employee must be active on the date the reimbursement is processed for payment to be eligible for reimbursement. Terminated employees will not be eligible for reimbursement unless the termination is due to a reduction in force, disability, retirement, or death.

The full amount of tuition repayment is required if the employee leaves the Company within one year of the completion of any course. If the employee leaves before the 2nd year is complete, repayment will be required at a prorated tuition amount, depending on the certification/degree. Employees will not be eligible for tuition reimbursement if they withdraw from an approved course or if it is canceled.

We make no representations regarding taxes, and the employee may want to consult with a tax advisor regarding how tuition reimbursement should be reported in their tax filings. (IRS Regulation 127 allows employers to pay, at no cost to the employee, for educational classes that lead to a degree from an accredited university or college. The



regulation allows employers to pay up to a maximum of \$5,250 per year before adding any amount over \$5,250 to an employee's gross wages.)

Meals, lodging, qualifying exams, books, parking, and activity fees are not eligible for reimbursement.

The employee is required to immediately notify the Department Head and Human Resources if they withdraw from an approved course or if the course is canceled. Employees will not receive tuition reimbursement if they terminate employment before completing an approved course.

Audits will be performed on approved payment submissions regularly.

Successful completion of any course(s) does not guarantee continued employment, promotion, salary increase, etc.

## Professional Certification, Licenses, Seminars and Conferences

The Company believes in helping employees pursue certifications and obtain licenses that will be beneficial to the Company and enhance the employee's job skills, educational background, professional growth, and career development. The Company will reimburse all or a portion of required fees for approved coursework successfully completed by eligible employees pursuant to the terms of this policy.

### To participate in this program, you must meet the following provisions:

- Full time employee for a minimum of 6 months, or discretion to the department head
- Satisfactory performance in your current position
- Desired certification, license or training program must be reasonably related to your current position or must enhance your potential for professional development within the Company
- It is preferred that coursework be completed on the employee's own time. Courses cannot disrupt the normal processes of the employing department. If approved coursework is only available during the employee's work hours, a schedule adjustment must be arranged (at the sole discretion of the Company) with the individual's manager.

### The procedures for applying and receiving reimbursement are as follows:

- The employee must meet with the Manager to discuss their educational and professional goals and objectives. The Manager must receive approval from the Department Head for all educational courses and training programs prior to the employee starting the courses.
- The employee will pay the initial course fees. Certain items such as books, exam fees, etc., **may be** eligible for reimbursement.
- Any employee who receives other forms of financial aid, such as scholarships, grants, and military benefits, will be reimbursed only for the difference between reimbursable expenses and the aid received from elsewhere.

- Employees must satisfactorily complete the course work and pass the exam to be considered for reimbursement.
- After the employee passes the license exam, the employee should follow the standard expense reimbursement process and be subject to reimbursement policies.
- Terminated employees will not be eligible for reimbursement unless the termination is due to a reduction in force, disability, retirement, or death.

## Employee Assistance Program (EAP)

Through the employee assistance program (EAP), the Company provides confidential access to professional counseling services. The EAP, available to all employees and their immediate family members, offers problem assessment, short-term counseling, and referral to appropriate community and private services. This service is provided by Met Life Insurance. Employees who wish to utilize the EAP can contact a counselor 24 hours a day, 7 days a week either by phone at 1-888-319-7819 or by visiting their **website at one.telushealth.com, user name: metlifeeap and password: eap**

To access the EAP via the TELUS Health Mobile App, please use the following: username: **metlifeeap**, and password: **eap**.

The EAP is strictly confidential and is designed to safeguard an employee's privacy and rights. Contacts to and information given to the EAP counselor may be released to the Company only if requested by the employee in writing. There is no cost for an employee 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.

## Employee Referral Program

The Company is always searching for the most talented, quality people to join the organization. As an incentive and gratitude for referring quality candidates who are hired as employees, the Company will pay a referral bonus of \$500.00 to the referring employee after the candidate they referred completes 90 days of employment. The bonus would be included as taxable wages and would be paid on the first paycheck thereafter. Supervisors are not eligible for this referral bonus when the candidate would be employed in a subordinate role. It is preferred that all referred candidates apply through the employee portal accessed through the Bridge Career Websites. The referred applicant must indicate the referring employee during the application process.

To be eligible to receive the referral bonus, the referring employee must still be employed by the Company at the time the bonus would be payable.

To be eligible to receive the referral bonus the candidate must be submitted to Workday by following the approved process and the candidate source must reflect that it was an Employee Referral and indicate who the referring employee was. For further instructions, please contact [recruiting@bridgeig.com](mailto:recruiting@bridgeig.com).

## Literacy Assistance

The Company will reasonably accommodate and assist employees with their literacy needs, provided the requested accommodation does not create an undue hardship for the Company. Employees who need time off to participate in an adult education program for literacy assistance should inform Human Resources, so arrangements can be made to provide unpaid time off or an adjusted work schedule. The Company will make reasonable efforts to safeguard the employee's privacy with respect to such a request. Employees may choose to use any accrued vacation benefit, if available, in lieu of unpaid leave.

## CONCLUSION

This Employee Handbook was created to present the Company's employment policies and benefits on a generalized scale. It is impossible for this manual to cover every situation or every law, and we encourage you to make your supervisor your first resource for any questions or concerns you may have regarding duties, performance, policies, and practices. If you have any questions or need further clarification, contact a member of the Human Resources department. We welcome you and look forward to working together as part of our team.

## EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT

By signing below, I acknowledge that I have received a physical or electronic copy of the Bridge Investment Group LLC; Bridge Property Management, LC; and Bridge Commercial Real Estate LLC (hereinafter referred to individually and/or collectively as the “Company”) California Employee Handbook and I have familiarized myself with its contents.

I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the Company are at-will, shall be for no specific duration, and may be changed or terminated at the will of the Company. Both I and the Company have the right to terminate my employment at any time, with or without cause or prior notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and the Company concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the Company and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the Board of the Company.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.**

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.**

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]

**BRIDGE**  
**INVESTMENT**  
**GROUP**

Information Security Policy

2024 V4.0

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# Information Security Mission Statement

Bridge Investment Group Holdings LLC and its affiliates (“Bridge” or the “Firm”) and Bridge employees have an inherent responsibility to protect the physical and/or digital information assets as well as confidential member data and intellectual capital owned by the company. These critical assets must be safeguarded to mitigate any potential impacts to Bridge and Bridge’s partners and affiliates. Information Security at Bridge is a critical business function that should be incorporated into all aspects of Bridge’s business practices and operations.

To achieve this objective, policies, procedures, and standards have been created to ensure secure business practices are in place at Bridge. Information security is a foundational business practice that must be incorporated into planning, development, operations, administration, sales, and marketing, as each of these business functions requires specific safeguards to be in place to mitigate the risk associated with normal business activities.

Bridge is subject to numerous State and Federal Information Security and Privacy laws and regulations, which if not complied with, could potentially result in fines, audits, reputational harm, and direct financial impacts to the company. Compliance with all applicable regulations is the responsibility of every employee at Bridge.

## Purpose

The implementation of this policy is important to maintain and demonstrate our capability and integrity in dealing with our customers, vendors, and suppliers. Therefore, the design of this policy helps to ensure that:

- Information is protected against unauthorized access.
- Confidentiality of information is maintained.
- Information is not disclosed to unauthorized entities through deliberate or careless action.
- Information integrity is maintained to prevent unauthorized modification.
- Information is available to authorized users when needed.
- Contractual, regulatory, and legislative requirements are met.
- Business continuity plans are produced, maintained, and tested in accordance with management expectations.
- Information security training is given to all employees; and,
- All potential breaches of information security and suspected weaknesses are reported and investigated.
- Achievement of the goals and objectives requires that:
- Each individual has an adequate understanding of their role and responsibility with regard to information security and the overall organization mission.
- Bridge policy, procedure, and practices are effectively communicated to the appropriate parties; and,



- Each individual has adequate knowledge of management, operational, and technical controls that help protect Bridge Information Technology resources and assets.
- Each individual is provided Cyber Security and Data Handling training.

## Applicability

All Bridge employees and external parties identified and authorized to support Bridge are expected to comply with this Information Security Policy (“Policy”) and with the governing roles that implements this Policy. Failure to comply with this Policy will result in serious disciplinary action, such as a loss of access privileges up to and including termination of employment. All staff and relevant external parties will receive information security education and awareness training in accordance with the Human Resources onboarding/hiring procedures and annual training procedures.

## Oversight

Assignment of security responsibilities

Governance	Role/Title
Policies and Procedures	CCO, CTO
Risk Management	CCO, COO, CEO, Director of Risk
Security Awareness	CCO, HR
Data Management	CCO
Change Management	CTO
Identity and Access Management	CTO
Asset Management	CTO
Vendor Management	CTO, Accounting, CCO
Network Management	CTO
Employee Management	HR

Chairman: Robert Morse

CEO: Jonathan Slager

COO: Adam O’Farrell

Chief Compliance Officer: Jared Forsgren

Managing Director, Chief Technology Officer: Scott Cardenas

Managing Director of HR: Pipier Bewlay

Managing Director of Risk: Barry Wilson

## Compliance Requirements

Annual meetings are conducted with Bridge IT and the Compliance team to review regulatory matters, existing processes and controls, and potential new topics.

## Security Policy

### Policy Objective

Executive management of Bridge is committed to preserving the confidentiality, integrity, and availability of all information systems and applications (“System Assets”), as well as any sensitive client, employee, or Firm information stored, transmitted, or processed within the Firm’s information processing facilities or by third parties on behalf of the Firm. Bridge assigns the highest organizational priority to the protection of System Assets and ensures that the Firm’s information security strategy continues to align with the goals of the Firm and its clients.

## **Policy Management**

IT Policies and procedures are managed by the Chief Technology Officer (CTO). Department policies and procedures are developed internally and then submitted to the CTO for committee review and approval.

All Bridge policies and procedures are accessible to employees through the Bridge intranet. Employees have access to procedures related to their job responsibility. Employees are trained on Bridge information security policies upon hiring through the Workday.

## **Identity and Access Management**

### **NON-CONSOLE ADMINISTRATIVE ACCESS**

Bridge restricts remote access to internal devices to authorized personnel. Access to internal devices requires two-factor authentication, elevated privilege permissions, and authorization on local devices for non-console/remote access. Remote access sessions are encrypted.

### **ROLE-BASED ACCESS**

Bridge assigns access to internal resources based upon job role and responsibilities. Bridge access is based upon least access required to perform job duties. Non-Bridge personnel will not be granted access to internal resources except in limited circumstances with approval of the Chief Technology Officer. In addition, 3<sup>rd</sup> party accounts are setup with expiration dates.

## **Password Management**

Bridge uses Active Directory (“AD”) for network access. The AD global policy enforces password parameters for:

- Password history: 24
- Maximum password age: 90 days
- Minimum password age: 1 days
- Minimum password length: 12 characters
- Required uppercase, special character, number, and lowercase.

Bridge corporate uses Office 365 (“O365”) which requires multi factor authentication. Employees are provisioned to O365 and then required to set up their password and an additional verification method (authenticator application, texting, or phone call) where an approval request is received. Employees are prohibited from sharing passwords with anyone.

## **Access Requests**

New employees are processed through the Human Resource onboarding process. Access requests are based upon employee job role and responsibility.

## **Employee Access Change**

An employee or their manager will submit a request for changes to access using the internal Service Desk web portal (bridgeservicedesk.com). IT will review the request. Any excessive or elevated

privileges are validated by the Service Desk with the employee's manager to ensure access is appropriate. Employee and third-party contractor accounts are to be audited by IT on a monthly basis.

## **Terminated Employee**

Human Resources manages the employee termination process. Upon termination, an automated incident in ServiceNow is raised with IT to verify the account is disabled by MIM and licenses are removed.

## **Lock Out After Invalid Access Attempts**

AD and O365 have "account lockout" settings after 3 bad attempts. With multi factor authentication validation, there is no access enabled if validation is not obtained.

## **Idle Workstation Session Timeout**

If a session has been idle for more than 15 minutes, the user is required to sign back in.

## **Remote access**

Authorized employees may access the system from the Internet using VPN technology, if needed. Employees should only access Bridge systems from their company issued device. Corporate employees are set up with the Company Portal for mobile device access.

## **Asset Management**

Bridge manages hardware and software using native tools to detect and update inventory. New devices are added to Bridge's inventory as part of the technical operation support procedure. Devices are assessed to ensure compatibility of security and functional requirements. Once approved, devices are installed, configured, and added to the Asset management inventory.

Bridge offices have discoverable software to detect new devices on the network. Unauthorized devices are blocked.

Bridge uses vendor managed software for core applications. These assets are tracked in Yardi and are part of the vendor management procedures.

## **Data disposal**

Decommissioned assets are recycled. During that process all Bridge data is removed via destruction of the hard drive. A certificate of destruction from our vendor is obtained and archived.

## **Vendor Management**

Bridge manages vendors, third parties, and contractors using the following department procedures:

- New services or application needs are researched by the department.
- Bridge uses vendor managed software to retain vendor/third-party data.
- Should a vendor process or retain customer information, additional review of vendor information security controls is performed.

## **Change Management**

Bridge does not develop applications internally. Bridge manages changes related to:

- Provisioning resources

- Server patch management
- Updates to anti-virus
- Vendor support as needed to update applications.

## **Change Requests and Processing**

Development, changes, upgrades, or disable/remove requests are captured in our Change Management tool, ServiceNow. The Change Manager reviews and facilitates a weekly Change Advisory Board (“CAB”) meeting and coordinates potential emergency change requests.

- Change requests are reviewed and assigned to staff for processing.
- Weekly the Change Advisory Board meets to review change requests and completed changes ready to be applied.

## **Risk Management/Systems Security**

### **Anti-virus**

Bridge installs anti-virus software on all endpoints, servers, and devices that access internal systems. Anti-virus updates are pushed to all endpoints, servers and devices that connect to internal systems.

### **Vulnerability Scan**

At least quarterly, vulnerability scans are performed on all internal systems. Identified vulnerabilities are remediated following change management procedures.

### **Penetration testing**

At least annually, Bridge performs an external and internal penetration test to validate boundary controls. In addition, at least quarterly, vulnerability scans are performed.

### **Intrusion detection/Intrusion prevention**

Bridge has implemented intrusion detection (“IDS”) or intrusion prevention (“IPS”) to detect and/or prevent intrusions into the network. An online Azure security dashboard provides near real-time updates on all platform and infrastructure security settings.

### **Security patches**

Security patches are reviewed, tested, and then processed to update devices. Updates are rolled out monthly or as needed.

### **Logging**

The syslog data from our infrastructure environment is processed via a third-party Security Operations Center provider.

### **Incident Management**

Bridge follows a defined escalation process for any incidents. This is defined by the Security Incident Response Policy and the Incident Response Plan.

### **Security awareness training**

Bridge Human Resources performs security awareness and data handling training using Workday. Employees are provided initial policy training upon hiring. Annually, Workday is updated for all information security and HR policies training for all employees. Tracking of employee completion is tracked in Workday and hiring managers are provided access to employee training scores/completion

information. In addition, there is a required annual Security awareness and data handling refresher course. Ongoing phishing campaigns are initiated and follow up training is required, should a user click on a link.

## Employee Use of Generative Artificial Intelligence

Bridge recognizes that the use of generative artificial intelligence tools (“AI Tools”) can increase employee productivity and foster innovation, and we support the use of AI Tools in a safe, ethical, and secure manner. At the same time, the use of AI Tools can pose risks to our operations and investors. The following is intended to provide high-level guidance to employees related to the use of AI Tools in connection with their work and employment, particularly to provide employees with guidelines for the responsible use of AI Tools while protecting Bridge and mitigating the risk of misuse, unethical outcomes, potential biases, inaccuracy, and information security breaches. Employees are responsible for using AI Tools in a productive, ethical, and lawful manner and in compliance with this Policy.

A list of authorized AI Tools (“Authorized AI Tools”) is available on Bridge’s Intranet at [www.community.bridgeig.com/resources](http://www.community.bridgeig.com/resources).

These guidelines are intended to add to, not contradict, limit, or replace, applicable mandatory rules, policies, legal requirements, legal prohibitions, and contractual obligations, all of which remain in full force and effect. Any use of AI Tools under this Policy must comply with all other relevant policies, internal controls, and guidelines of the Firm, including Bridge’s Information Procurement Policy.

### Guidelines for Using AI Tools

When using AI Tools in the workplace, employees must comply with the below:

#### 1. Authorized AI Tools.

- Use only Authorized AI Tools as listed on Bridge’s Intranet.
- Any use of AI Tools that are not Authorized AI Tools must be authorized in advance of use by following the steps outlined in Bridge’s Information Technology Procurement Policy (“AI Tool Authorization”). Any AI Tool Authorization received is specific to the users and scope detailed in the request and is not transferable to other employees or for other uses until such AI Tool appears on the list of Authorized AI Tools.
- *Employees bear full responsibility for confirming their use of AI Tools against the active list of Authorized AI Tools, which is subject to change at any time by the Firm.*
- 2. Use of Authorized AI Tools. Any employee using an Authorized AI Tool must also:
  - Thoroughly review all AI Tool outputs before using them or forwarding them to others inside or outside the Firm to:
    - ensure that they do not contain biased, offensive, or discriminatory content;
    - eliminate errors and verify accuracy or reported facts with other trusted sources; and
    - ensure inputs and outputs are not a Prohibited Use of Confidential Information (defined below);
  - Use a Firm-provided email address for log-in purposes;
  - Complete all required Bridge generative AI trainings; and

- Receive manager and Bridge IT approval (if specified).
- 3. Prohibited Uses. Authorized AI Tools may not be used:
  - in a manner that will make proprietary, confidential or sensitive Firm, counterparty or investor data or information (“Confidential Information”) available to non-employees or unauthorized employees, including, but not limited to:
    - Ownership of Bridge stock, carry or other equity interests
    - Employee or investor personally identifiable information
  - to infringe the rights of others, including privacy and intellectual property rights;
  - to interfere with the performance of such employee’s job or of other employees’ jobs;
  - to record or otherwise transcribe confidential meetings, including but not limited to investment committee meetings, strategy meetings, investor meetings and meetings of the board of directors or any related committees; or
  - in violation of any federal, state or local law restricting the use of AI Tools in the workplace
- each, a “Prohibited Use.”

When in doubt, do not use an AI Tool or contact the Bridge IT for further guidance before proceeding.

- An employee seeking to use an AI Tool for a Prohibited Use must receive an AI Tool Authorization specific to such use, and only perform such Prohibited Use in the manner detailed in such AI Tool Authorization.
- *Employees bear full responsibility for ensuring their use of an Authorized AI Tool does not constitute a Prohibited Use.*

## AI Tool Audits

Bridge IT shall perform the following duties to facilitate Firm’s compliant use of AI Tools:

- Implement an audit system to carefully monitor and document all AI Tool inputs and outputs. This includes identifying the source of all data sets used with AI Tools and labelling AI Tool outputs to indicate that they were produced in whole or in part using AI technology.
- Regularly audit and (1) approve non-AI Tools as Authorized AI Tools following the addition of generative AI features and (2) re-approve Approved AI Tools following product updates.

- Keep accurate records of audits, determinations, and decisions and any communications of these to employees and third parties.
- Consult with Bridge Legal and Compliance regarding any legal issues raised by or during any activities referred to in this Policy section and escalate these issues to executive management, when necessary.

## Mandatory Training

The Firm recognizes that an informed workforce is the best line of defense and will provide training opportunities and expert resources to help employees understand their obligations under this Policy and avoid creating undue risks. Employees must complete generative AI use training within a reasonable time after initial hire and ongoing trainings as required by the Firm. All employees must complete generative AI use training prior to use of any AI Tool and re-certify on at least an annual basis. Managers must ensure that their employees complete all required training.

The Firm may deem failure to participate in required training a violation of this Policy. The Firm will retain attendance records and copies of generative AI training materials provided to employees.

## Reporting Non-Compliance with This Policy

If you become aware of an actual or potential violation of this section of the Policy, or have reason to believe that any of the following has been downloaded to or installed on the Firm's networks, systems, or devices, you must promptly disclose this fact to Bridge IT by submitting a ticket in ServiceNow together with relevant documents and information, including:

- an unlicensed AI Tool, if usage requires a license;
- an AI Tool that has not been approved for use according to this Policy;
- a Prohibited Use of an AI Tool; or
- an AI Tool that poses an identified, unaddressed security risk or contains any material defects or malicious code.

The Firm prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a violation of this Policy.

If you have any questions regarding AI Tools in the workplace that are not addressed in this Policy, please contact Bridge IT.

# Risk Management/Network Security

## Network Administration

### Testing Network Connections

All changes to network connections, firewalls, and routers are approved using Bridge's standard change management process. Network connections, firewall, and router changes shall be in accordance with applicable regulatory and statutory compliance requirements.

### Network Diagram Connections

Network diagrams are to be kept current and must identify all connections between the Bridge network and other networks, including any wireless networks.

### Firewall and Router Configurations

Firewall and router configurations follow secure standards. Network architecture identifies network segmentation to reduce the likelihood of compromise. Firewalls will be configured to block all unwanted traffic determined by the firewall ruleset and must log all traffic.

## **Baseline Network Operations**

A baseline of network operations and expected data flows for users and systems is established and managed. Anomalies on the network are logged and investigated.

# **Cloud Security /Risk Management / Data Security / Personal Identifiable Information**

## **Cloud Security**

All cloud services used within the organization must comply with this policy to ensure the confidentiality, integrity, and availability of data. Employees must use only approved cloud services authorized by the IT department. Access to cloud services must be controlled through secure authentication mechanisms, and users are responsible for protecting their credentials from unauthorized access. Data stored or transmitted through cloud services must be encrypted using strong encryption methods.

## **Data in Transit**

Bridge establishes secure transmissions using SSL/Transport Layer Security to encrypt data transmissions and email exchanges.

## **Data Encryption**

Data classified as confidential is encrypted at rest.

## **Data Loss Prevention**

Bridge has enabled email filters that identify messages coming from external IP sources to further reduce the likelihood of internal employees providing information via email to unauthorized sources. Business users store data using online applications which encrypt data in transit.

## **Clean Desk Policy**

Bridge open spaces including desks and printers are required to be free of sensitive or confidential data in case the employee is away from their desk for longer than five minutes. In the event an employee is working remotely, including at their home or in an office space shared with non-Bridge personnel, the Bridge employee is responsible for keeping Bridge information secure, including but not limited to locking their computer or other device when not present and destroying or locking up any files containing sensitive or confidential data.

## **Data Disposal**

Bridges procedures for the disposal of data that is no longer needed or has passed its retention date are disposed of securely and responsibly to protect the privacy and confidentiality of our customers, employees, and partners. Data classified with a retention date is purged by a formal request that will be made to the authorized person or department responsible for data disposal. This request will include details about the data to be purged, the retention period that has elapsed, and the reason for disposal.

## **Media Management**

Bridge restricts users from utilizing removable media such as USB devices. Exceptions to this policy will



be reviewed and audited by the security team.

## **Personal Email and Storage**

The usage of or adding emails outside of the company domain is strictly prohibited. Using only company-issued email addresses for work-related communications is mandatory, and personal email addresses or those of third-party email providers should not be used. The Bridge standard for document management is SharePoint. No other platforms should be utilized.

## **Risk Management/Business Continuity**

The Bridge online cloud platform and infrastructure are part of high-availability configurations.

## **Risk Management/Physical Security**

The Bridge offices have designated reception areas. The reception area is attended by a receptionist during business hours. Access to the reception area is accessible from 8am to 5pm on business days and is locked at all other times. Access beyond the reception area is controlled through the card-key access system. For offices shared with non-Bridge personnel, when the Bridge employee is not present, devices must be locked and password protected and files containing sensitive or confidential Bridge data must be destroyed or locked.

All remaining exterior ingress doors are restricted to users possessing an access card that has been assigned access for their specific location. Access is restricted through the use of access control lists. Employees are granted access cards upon hire.

Visitors check in with the receptionist in the reception area. The visitor's name, employer, and purpose for visit are recorded in a visitor log. The visitor is escorted by an employee at all times.

Upon an employee's termination, the employee's supervisor creates an "access deletion request" which includes the date of termination. This request is routed to the access administrators to deprovision access of all systems/software the employee used. In addition, terminated employees turn over their access cards/IDs during their exit interview.

## **Visitor Logs**

The visitor's log will record the name of the individual, company whom they represent, and the Bridge employee they are visiting. Visitor logs are scanned and retained for one year.

Visitor logs must include:

- Name of visitor
- Company represented (if applicable)
- Date and approximate time of visit (please note if the visit will occur over multiple days or times)
- Name of onsite personnel authorizing physical access
- Purpose of visit (meeting, service request, personal, etc.)

## History

Version	Date	Author	Modifications
1.0	9/5/2017	BP	First Revision
1.1	2/9/2018	KH	Second Revision
2.0	4/30/2019	SC	Updated to reflect changes in control environment and procedures
2.1	9/5/2019	SC	Verified governance committee outline
2.5	10/13/2020	SC	2021 Revision. Spelling and grammatical changes. Added detail to highlight training. Updated Oversight section.
3.0	1/25/2022	Jared Forsgren, Scott Cardenas	Edits made to reflect addition of Single Family Rental Vertical.
3.5	4/18/23	Scott Cardenas, Atilla Hattat	Updated Remote Access, Security Patches, Access requests
4.0	4/29/24	Pepitho Kuheku, Michael Patton, Scott Cardenas, Matt Lowe	Updated Employee Access Change, Terminated Employee, Vulnerability Scan Incident management, Network administration, personal email and storage, media management, Firewall and Router Configurations, added Baseline Network Operations.  Compliance adding section about Generative AI