

DECIBEL

EMPLOYEE HANDBOOK 2024

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Welcome to TIC Restaurant Group!

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to answer many of your initial questions and help you become acquainted with Tokyo Mama Inc. DBA Decibel (aka “Restaurant”) part of TIC Restaurant Group managed by T.I.C. AKEAN INC. (also aka “Company”).

As an employee of TIC Restaurant Group, you are very important. Your contribution cannot be overstated. Our goal is to provide the finest-quality products and services to our customers and to do so more efficiently and economically than our competitors. By satisfying our customers' needs, we ensure they will continue to do business with us and will recommend us to others.

You are an important part of this process because your work directly influences our Company's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Shuji Yagi

President

A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of Tokyo Mama Inc. DBA Decibel (aka “Restaurant”), part of TIC Restaurant Group managed by T.I.C. AKEAN INC. (also aka “Company”). We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the Company. The policies outlined in this Employee Handbook should be regarded as guidelines only, which in a developing business will require changes from time to time. The Restaurant retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Restaurant.

This Employee Handbook, effective as of January 1, 2024, supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements, including any policies of TIC Restaurant Group (“TIC”) that applied to your employment due to the Restaurant’s affiliation with TIC. The Restaurant notes that although the Restaurant is affiliated with TIC, all TIC-affiliated restaurants are distinct in both their cuisine and operation.

This Employee Handbook is not intended to create contractual obligations with respect to any matters it covers, and nothing contained in it creates a contract guaranteeing that you will be employed for any specific time period.

Nothing in this Employee Handbook is intended to nor will it be interpreted, applied or enforced in a manner that would unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act.

If any provision of this Employee Handbook is contrary to applicable federal, state or local law, the more generous provision will be applied.

Digital versions of this handbook and all postings required to be displayed by New York State employers are available at <https://www.tic-nyc.com/tichbook>.

Handbook Revisions

Except for the policy of at-will employment, the Company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice.

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Company policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

Company Hours

Concurrent with the corporate office schedule, the Company is generally open from 10:00 a.m. to 6:00 p.m. Monday through Friday. Because of the varying nature of the restaurant businesses, your work schedule may vary depending on your job. Check with your supervisor, manager or the Management Office if you have questions about your hours of work.

The Management Office

- Shuji Yagi, President: 212-228-3030, ext 111
- Betty Yang, Human Resource (“HR”): 212-228-3030, ext 104
 - Payroll: payroll@tic-nyc.com

Talk to Us

We encourage you to bring your constructive ideas, suggestions, questions and complaints to our attention. Your suggestions can be submitted to or through your manager, or directly to the Management Office. We will carefully consider each of these in our continuing effort to improve operations.

Your ideas, suggestions and comments on any subject are important, and we are always interested in discussing them with you. After we examine your idea/suggestion, you will be notified whether it is feasible to be put into practice.

If you feel you have a problem, present the situation to your supervisor and/or manager so that the problem can be settled by examination and discussion of the facts. We hope that your manager will be able to satisfactorily resolve most matters.

If you still have questions after meeting with your manager or if you would like further clarification on the matter, request a meeting with the Management Office. Management will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, you may request a meeting with the owner.

Your job will not be adversely affected in any way because you choose to use this procedure.

Your Employment

Employment Classification

The Company designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local laws:

- **EXEMPT EMPLOYEES** are those whose job descriptions meet the federal and state requirements for overtime exemption. Exempt employees are generally paid a fixed salary and are not entitled to overtime pay for hours worked over forty (40) within a single week. The Company will advise employees in writing if you are classified as “**exempt**.”
- **NONEXEMPT EMPLOYEES** are entitled to minimum wage and overtime pay. Nonexempt employees receive overtime pay at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked over forty (40) in a single week.

The Company also assigns each employee to one of the following categories, depending on their main responsibilities, position title, work hours and salary:

FULL-TIME EMPLOYEES

- **RESTAURANT FULL-TIME EMPLOYEES** have completed their introductory period and are normally scheduled to work at least thirty (30) hours per workweek, except for approved time off. Restaurant full-time employees are generally eligible for most Company benefits, unless specified otherwise or specifically permitted by law. This includes applicable vacation, holiday pay, health insurance and other employee benefits coverage.

- **OFFICE FULL-TIME EMPLOYEES** tend to work thirty-five (35) or more hours per week. This category also includes managers and executives. Company benefit eligibility, protocols, policies, regulations and mandates, etc. will generally be applied to Office full-time employees in the same manner as Restaurant full-time employees, unless specified otherwise in this handbook, the benefit plan summaries or specifically permitted by law.

PART-TIME EMPLOYEES

- **RESTAURANT PART-TIME EMPLOYEES** are normally scheduled to work thirty (30) hours or less per workweek. Restaurant part-time employees are generally not eligible for most Company benefits, unless specified otherwise in this handbook, the benefit plan summaries or specifically permitted by law.
- **OFFICE PART-TIME EMPLOYEES** tend to work less than thirty-five (35) hours per week, and perform office-related responsibilities more than twenty (20) hours per week. Company benefit eligibility, protocols, policies, regulations and mandates, etc. will generally be applied to Office part-time employees in the same manner as Restaurant part-time employees, unless specified otherwise in this handbook, the benefit plan summaries or specifically permitted by law.

OTHER

TIPPED EMPLOYEES receive additional tip income. Federal and state law permits the Company to take a tip credit toward the minimum hourly wages paid to Tipped Employees. As a result, the hourly rate paid to Tipped Employees by the Company may be less than the standard statutory minimum hourly wage rate because the Company will avail itself of the permitted tip credit. Accordingly, if an employee is a Tipped Employee, the Company may pay that employee the minimum wage less the allowed tip credit. Employees will be advised of their rate of pay and whether the Company is taking a tip credit. For any time a Tipped Employee is not working in a tipped position and receiving tips (for example, during training), the tip credit will not be taken. Tipped Employees may also be deigned as Restaurant Full-Time or Restaurant Part-Time, depending on their normal workweek hours.

NON-EMPLOYEES are (or are employed by) contractors, subcontractors, vendors, consultants, "gig" workers, freelancers, temporary employees, seasonal employees, persons providing equipment repair, cleaning services, and any persons providing services under a contract with our Company. Non-employees are generally not entitled to benefits, but certain policies and regulations, such as the No Harassment or Discrimination Policy, will be applied to them in the same manner as regular employees.

TEMPORARY/SEASONAL EMPLOYEES. Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Temporary/seasonal employees are not eligible for Company benefits unless otherwise specified or specifically permitted by law.

INTERNS are students or trainees who enter a traineeship (also internship, externship, apprenticeship, etc.) program that runs for a predetermined period and may involve being awarded credit by their school, college, or institute upon the completion of the traineeship. Interns will not necessarily receive a job at the Company after the traineeship and are free to take jobs elsewhere in the same field. Interns may or may not receive wages, stipends or other monetary compensation, and are not eligible for benefits, but certain policies and regulations, such as the No Harassment or Discrimination Policy, will be applied to them in the same manner as regular employees.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact your supervisor, manager or the Management Office. These classifications do not alter your at-will employment status.

At-Will Employment

Your employment with Decibel is at will, meaning that regardless of any provision in this Employee Handbook, either you or Decibel may terminate the employment relationship at any time, for any reason, with or without cause or notice. Nothing in this Employee Handbook or in any document or statement, written or oral, shall limit the right to terminate employment at-will. No officer, employee or representative of the Restaurant is authorized to enter into an agreement—express or implied—with any employee for employment for a specified period of time unless such an agreement is in a written contract signed by the Operations Officer of the Restaurant.

Employment Verification

Our Company will not honor any oral requests for employment verification. All requests must be in writing and on Company letterhead. Generally, we will only confirm our employees' dates of employment and job title(s), unless otherwise specified.

Under no circumstances should an employee provide another individual with verification information regarding current or former employees on behalf of the Company. To request for an official employment verification letter, please forward your request to payroll@tic-nyc.com.

Access to Personnel and Medical Records Files

The Company maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.

All requests by an outside party for information contained in your personnel file will be directed to HR, which is the only department authorized to give out such information.

New Hires and Introductory Periods

The first ninety (90) days of your employment is considered an introductory period ("probationary period"). During this period, you will become familiar with Decibel and your job responsibilities, and the Company will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "At-Will" employment relationship.

Anniversary Date

The first day you report to work will be recorded in Company records as your anniversary date. This date may be used to calculate many different Company benefits. If you have any questions regarding your anniversary date, please see your manager.

Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving their identity and employment authorization no later than the third business day following the start of employment with the Restaurant. If you are currently employed and have not complied with this requirement or if your status has changed, inform your manager or HR.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

Immigration Reform and Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our Company is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual is responsible for ensuring that their work visa remains current and will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

On The Job Training

The initiation of all on-the-job training for employees within your department is the responsibility of your manager. This may include safety training, participation in off-site training and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

The Company will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training program.

If you have any questions regarding training, please see your manager.

Job Descriptions

The Company attempts to maintain a job description for each position. If you would like to have a current copy of your job description, please request one from your supervisor, manager or the Management Office.

Remember that job descriptions serve as an outline only. Due to the nature of the business, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your supervisor, manager or the Management Office.

Transfers

The Company may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of ninety (90) days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

Resignation Policy

The Company hopes that your employment with us will be a mutually rewarding experience; however, we acknowledge that varying circumstances can cause you to resign from employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

We ask that you provide your manager a minimum of two weeks' advance notice of your resignation. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the Company. If you provide less notice than requested, the Restaurant may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

If you are an HR, managerial- or executive-level employee, we request that you provide a minimum of four (4) weeks' notice. Provide a written resignation letter to your HR.

Our Company does not provide a "letter of reference" to former employees. Generally, we will confirm upon request our employees' dates of employment, salary history, and job title.

Exiting Process: Final Pay, Termination Report & Return of Property

Exiting employees, whether by voluntary resignation or involuntary discharge, must complete the "Termination Report" with their manager prior to leaving.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant. The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

All Company property, including this Employee Handbook, uniforms, keys, tools, laptops, mobile devices, credit cards, and identification cards, etc., must be returned at the end of employment. Otherwise, the Company may take action to recoup any replacement costs and/or seek the return of Company property through appropriate legal recourse. Failure to return some or all items may result in deductions from your final paycheck where state allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

After Leaving Us

Notify the Restaurant or Payroll if your address changes during the calendar year in which resignation/discharge occurs to ensure your tax information will be sent to the correct address.

Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, it will be assumed that you have abandoned your job and voluntarily resigned from the Company. You will be removed from the payroll.

Your Wage and Hours

Your pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your supervisor, manager or the Management Office.

Wage Disclosure Protection

In accordance with New York law, the Company will not prohibit you from inquiring, disclosing, discussing about your wages or the wages of other employees where prior permission has been obtained from said employee. However, the Company limits such discussions to in work areas during work hours, especially in the presence of customers and clients. Concurrently, nothing in this policy shall be construed to require you to disclose any wage information of your own or other employees, such as in response to any inquiries, especially without prior permission.

If you have access to or knowledge of the compensation information of other employees as part of your essential job functions, you may not disclose that information to individuals who do not otherwise have authorized access to it, unless the disclosure is:

- In response to a formal charge or complaint; or
- In furtherance of an investigation, proceeding, hearing, or other action (including an investigation conducted by the Company)

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to the Management Office.

Failure to adhere to this policy may lead to corrective action including, but not limited to, suspension, termination, etc.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act or any other applicable laws.

Pay Raises

The Company will comply with all federal, state and local minimum wage laws and increase wages accordingly as needed.

Depending on financial health and other Restaurant factors, efforts will be made to give pay raises consistent with overall group profitability, site profitability, consumer price index, and individual job performance. The Restaurant may also make individual pay raises based on merit or due to a change of job position. Pay raises are not guaranteed.

Performance Reviews

The Company will make efforts to periodically review your work performance. The performance improvement process is on-going, as business needs dictate, with official evaluations issued annually (usually in December). You may specifically request that your manager assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance, and are ultimately in the Company's discretion.

Paycheck Deductions

Your pay stub will reflect all mandatory and permissible deductions applied to your pay.

The Company is required by law to make certain mandatory deductions from your pay each pay period. Mandatory deductions typically include Social Security and Medicare (FICA) taxes, federal income taxes, state income taxes, New York City income taxes, Disability and Paid Family Leave insurance contributions, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form.

Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions (i.e., medical insurance premium contributions, etc.) from your paycheck where permissible under state law.

The Company will not make deductions to employees' pay that are prohibited by federal, state, or local law. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Review your paycheck for errors each pay period and immediately report any discrepancies to your supervisor, manager or Payroll. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

If you have any questions about pay deductions, discuss and resolve them with your supervisor, manager or Payroll. The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

Garnishment/Child Support

When an employee's wages are garnished by a court order, the Company is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The Company will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

Direct Deposit

All employees have the option of receiving payment in the form of a payroll check or electronic deposit into one or more bank accounts. The Company encourages employees to take advantage of direct deposit. If you would like to enroll in direct deposit, please ask your manager for an application form.

Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

You will be provided paystubs detailing earnings and deductions regardless of the method of payment.

Personal Data Changes

It is very important that the Company maintain up-to-date information regarding each of its employees. It is your obligation to provide the Company with your current contact information, including current mailing address and telephone number. You should also inform the Company of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact your supervisor, manager or the Management Office.

Workweek and Pay Period

The workweek starts on Monday and ends on Sunday. For all employees at Decibel, the standard pay period is weekly. You will be paid on every Friday for the period that ends the previous Sunday. If a pay date falls on a holiday, you will be paid the day before. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor, manager or the Management Office if this type of date arises.

You must review your paycheck upon receipt and confirm that it accurately reflects all hours worked, as well as any and all wages, tips and/or other compensation earned. If your paycheck is not accurate you must immediately contact your manager or Payroll in order to have any errors promptly and accurately reviewed and corrected.

Attendance and Punctuality

Attendance and punctuality are important factors for your success within our Company. We all work together as a team and this requires that each person be in the right place at the right time.

You are expected to arrive at the workplace on time and ready to perform your job. You are considered late if you are not in uniform by the time your shift is scheduled to start.

Absences will be considered excused if you requested the time off in accordance with Company policies and received the required approval for the absence. Absences will be considered unexcused if you are absent from work during scheduled work hours without permission and do not receive retroactive approval. This policy applies to all absences, including full- or partial-day absences, late arrivals, and early departures.

Planned absences, such as vacations and/or medical appointments, etc., should be scheduled as far in advance as possible. Personal issues, such as doctor visits and consultation appointments, etc., should be arranged during non-working hours whenever possible. If you need to be absent during the workday, attempt to schedule outside appointments or obligations so that your absence has the smallest impact possible on business operations.

If you know ahead of time that you may arrive at work late or be absent, you must notify your supervisor and/or manager as soon as feasibly possible but at least twenty-four (24) hours before your scheduled start time.

If you must miss work due to an emergency or other unexpected circumstance, notify your supervisor or manager as soon as feasibly possible.

If you become ill during your scheduled workday and need to leave before the end of your shift, or if you will return from break late, notify your supervisor and/or manager immediately. If you are unable to perform your job at an acceptable level due to illness, you may be sent home until you are well enough to work.

Notice should include the expected duration of your absence and your expected time or date of return. You may be required to provide documentation of the need for the absence, as permitted by applicable law.

The Company reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences when permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to this policy.

If you fail to report to work for three or more consecutive days and have not provided proper notification, the Company will assume that you have voluntarily resigned your position and will proceed with the termination process.

Recording Your Time

As required by applicable federal, state, and local laws, Decibel will keep accurate records of hours worked by certain employees. To ensure that Decibel has complete and accurate time records and that employees are appropriately paid for all hours worked, nonexempt employees are required to record all working time using the Company's timekeeping application. Exempt employees may also be required to track days or time worked. Speak with your supervisor, manager or Payroll for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work for your shift
- Immediately before and after any other time away from work, if the time away will be more than twenty (20) minutes.

Unless requested to do so by a manager, employees may not clock in time before or after scheduled shift. You should clock in no more than five (5) minutes before the time you actually start working and clock out no later than five (5) minutes after you actually stop working.

If you already left work, but forgot to clock out, contact your supervisor or manager. Also notify your supervisor, manager or Payroll of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

You may not give another employee your time clock information. You may not ask another employee to clock in or out for you. You may not clock in or out for another employee.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working “off the clock.” If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to HR of any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

All employees subject to this policy are required to accurately record all time worked. Anyone found tampering with another person's time clock will be dismissed for violating Company policy.

Temporary Schedule Change

The Company recognizes that employees occasionally have a need to change their schedule on a temporary basis to attend to personal events as defined below. In order to support our employees during these times, the Company allows employees who work eighty (80) or more hours per calendar year and who have been employed 120 days or more to temporarily change their schedule one (1) or two (2) times each year for a total of two (2) business days. Employees can request additional changes to your schedule, but the Company is not required to grant additional requests.

A “personal event” includes an employee’s need: to provide care for a minor child or a person with a disability who is a family/household member and relies on the employee for medical care, to meet the needs of daily living, to attend a legal proceeding or hearing for public benefits that the employee, a member of the employee’s family, or the employee’s care recipient receives, or any circumstance covered under the sick time policy set forth in this Handbook.

A “schedule change” includes a limited change in the hours or times that an employee is scheduled to work, and a limited change to the location where an employee is expected to work. Employees may request to use paid time off, work remotely, swap or shift working hours, or use short-term unpaid leave.

A request for a temporary change should be made as soon as it is known that one is needed. While a request may be made verbally, an employee must provide a written request no later than the second business day following the completion of the temporary schedule change. The written request must include the date(s) for which the temporary change is requested and note that it is due to the employee’s personal event.

The Company will not punish, penalize, retaliate, or take any action against employees that might stop or deter them from exercising their rights under this policy.

Employer Sponsored Social Events

Our Company may hold periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by HR prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

Overtime

There may be times when you will need to work overtime so that we may meet the needs of our customers. The Restaurant will attempt to give as much notice as possible. However, advance notice may not always be possible. All overtime must be approved in writing by your supervisor, manager or the Management Office.

If you are a nonexempt employee, you may qualify for overtime pay. Overtime is defined as hours in excess of 40 hours in a workweek, and determined by actual hours worked only. Paid Sick Leave, Paid Time Off, holiday pay, and jury duty pay (where applicable), etc. do not count toward computing overtime pay.

Unless otherwise required or exempted by law, nonexempt employees will be paid overtime at a rate of one and one-half (1.5) times their regular rate of hourly pay. If the Restaurant takes a tip credit allowance against your wages, the tip credit will also be calculated towards your overtime rate. Nonexempt employees with multiple rates will be paid overtime at a rate of one and one-half (1.5) times of a weighted average or the higher hourly rate. The weighted average rate is calculated by weekly proportion of hours and applicable rates in each role.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

If you have any questions concerning overtime pay, check your supervisor, manager or the Management Office.

Travel Time Pay

Some positions within the Company may require travel. The Company pays nonexempt employees for travel time in accordance with federal and state laws.

Tip Reporting

Tips are considered part of your wages. By providing excellent service to our guests, tips may substantially increase one's income.

Tips are a part of taxable income -- almost like receiving a paycheck every shift worked. Applicable law requires you to report all of your tip income. Because no taxes are withheld from this cash, the appropriate tax amount will be withheld from the earnings received on your paycheck. This means that federal income tax, state and local income tax (where applicable), Social Security (FICA) tax, and all other taxes mandated by law will be withheld from the total amount that you earned in the pay period, plus reported tips.

All tipped employees must report their total tips to the Company, including cash and credit card tips, on a daily basis. Tipped employees are responsible for accurately recording their tip income at the end of each shift. Compliance with this policy is a condition of employment. Failing to report tips, or to report them accurately can be considered tax fraud and could result in heavy fines from various federal and state administrative agencies, including the Department of Labor and Internal Revenue Service (IRS). Repeatedly underreporting tips may place you, the Company and your co-workers in the unnecessary and unwarranted position of an audit. We will monitor all tip declarations on a regular basis for accuracy. The Company will discipline any employee found to be under-reporting gratuities, up to, and including, termination from employment.

For tips charged on a credit card, the Company will deduct the service fee payable to our credit card companies for converting the credit card tips (interchange fee), unless prohibited by law.

Tip Credit

Tipped employees will receive an hourly wage for all hours worked in accordance with state and federal law. Part of the income of tipped employees is also derived from tips received from guests. In consideration of the additional tip income received by tipped employees, federal and state law permits the Company to take a tip credit against the minimum wage toward the minimum hourly wages paid to tipped employees. The Company may take the maximum tip credit per hour allowed by applicable federal and state law toward the wages of tipped employees, which, together with the tip credit, equals the full minimum wage. Currently, the minimum wage in New York City is \$16.00 per hours, and the maximum tip credit allowed by law is \$5.35 per hour. Should the law change at any time in the future, the Company will comply with applicable law. All employees will receive notice of their rate of pay and additional wage information upon hire and at any time their rate of pay changes.

The tip credit taken for any employee will never exceed the value of tips an employee actually receives in a workweek. If an employee's hourly wage and tips over the course of a work-week do not equal or exceed the applicable state or local minimum wage then in effect for each of the first forty (40) hours of work and 1.5 times the applicable state or local minimum wage then in effect for each hour over forty (40), the employee will be paid additional wages that week to make up the difference. Employees should notify their manager and/or the Operations Officer if they believe this situation has occurred.

If the federal or applicable state or local minimum wage increases, or the allowable tip credit decreases, the Company will adjust its payroll practices to comply with the revised requirements.

All tips received by a tipped employee are to be retained by the employee, except to the extent that the Company requires employees to participate in a valid tip pooling or sharing arrangement, which is limited to employees who customarily and regularly receive tips. Tipped employees will be informed about any tip pooling or sharing requirements.

No tip credit will be taken against any employee's wages unless that employee has been informed of the tip credit provisions of the Fair Labor Standards Act and New York Labor Law. This policy serves as notice of these provisions.

Closures and Emergencies

The Company recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

Company Closure

Examples of emergencies when the Restaurant may close include, but are not limited to, severe weather (blizzards, storms, snow, etc.), power outage, and facility issues, etc.

Notification

In an emergency, the Restaurant will make every effort to notify you of the closing by Company designated app, phone and/or email. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the Restaurant is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the Restaurant is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, management may decide to close Decibel mid-day or open later than usual. When the Restaurant closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise or requires additional pay. If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal weekly salary.

Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week.

Benefits Coverage

Your health insurance coverage will be maintained by the Company during the closure on the same basis as if you were still working.

Extending Leave

When the Restaurant closure ends, you are expected to report to work. Contact your supervisor or manager if you cannot return to work at the end of the closure. The Company recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

If You Cannot Get to Work

Inclement weather is to be expected during certain months of the year. Although transportation may be difficult at times, the roads are normally passable with caution. Except in cases of severe storms, we are all expected to work our regular hours.

Unique circumstances may affect your ability to come to work even when Decibel is able to remain open. The Restaurant recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your supervisor or manager, by any method possible.

Time missed under circumstances where Decibel remains open and you are unable to report to work is to be used as vacation/PTO, personal time, or is unpaid.

Reporting Time Pay

In accordance with federal, state and local law, the Company provides reporting time pay (also referred to as call-in pay) to nonexempt employees who reported to work at the request of or with permission from the Restaurant but are not needed to work. In such situations, you will be paid the basic minimum hourly wage for the lesser of:

- Four hours.
- The number of hours in your regular shift.

If the amount of your total wages for the workweek exceeds the minimum wage and the overtime rate for the number of hours worked and the minimum wage rate for any reporting time pay owed, no additional payment for reporting pay is required during that workweek.

Speak with your supervisor, manager or the Management Office for more information regarding reporting time pay.

Ethics Code

Decibel will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. As representations of our business practices, our managers and employees are expected to adhere to high standards of business and personal integrity at all times consistent with their duty of loyalty to the Company.

We expect that officers, managers, and employees will not knowingly misrepresent Decibel and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Ethics Code can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

Standards of Conduct

The Company strives to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, non-employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to and have an obligation to observe and follow our Company's policies and rules, and to maintain proper standards of conduct at all times. Failure to adhere to the Company's policies will result in corrective disciplinary measures.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment.

Examples of inappropriate conduct include:

- Violation of the policies, procedures, and safety rules set forth in this handbook.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of Decibel or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Failing to work in a cooperative manner with management, co-workers, customers and others who do business with the Company
- Retaliating in violation of the Company's Equal Employment Opportunity, No Harassment/Discrimination, No Sexual Harassment or other policies
- Use of obscene, harassing, or discriminating language (as defined in our EEO, No Harassment/Discrimination, and No Sexual Harassment policies) in the workplace.
- Fighting with, harassment of (as defined in our EEO, No Harassment/Discrimination, and No Sexual Harassment policies), or inappropriate/ violent physical contact with any fellow employee, non-employee, vendor, or customer.
- Failure to dress according to Restaurant policy.

- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Working unauthorized overtime.
- Engaging in outside employment or other non-employment-related activity that interferes with your ability to perform your job at this Company while on Company time.
- Being under the influence of alcohol during working hours and/or on Company property (including in Company vehicles), or on Company business.
- Smoking in non-designated areas.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Possessing, using, distributing, selling, or negotiating the sale of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, explosives, etc., without prior authorization.
- Solicitation of fellow employees on Company premises during working hours.
- Gambling on Company premises.
- Lending keys or keycards for Company property to unauthorized persons.
- Taking or destroying Company property.

These examples are not all-inclusive. The Company emphasizes that discipline and discharge decisions will be based on an assessment of all relevant factors. Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the Company. The Company does not guarantee that one form of action will necessarily precede another.

This policy is not designed to limit our right to discipline or discharge employees for any reason permitted by law. Nothing in this policy is intended to limit your rights under the National Labor Relations Act or to modify the at-will employment status where at-will is not prohibited by federal, state and local law.

Outside Employment & Activities

Decibel prioritizes a harmonious work environment that respects the focus of employees, non-employees, and other visitors, and ensures a balanced approach to interactions within Company premises. During working hours, you are expected to focus on your duties and not engage in activities that would interfere with your own work or the work of others. Unwanted disruptions can be detrimental to the quality of work and efficiency, and may not be respectful of others' job responsibilities and right not to be interrupted. All employees have a right to a workplace free of nonwork-related disruptions to the business operations.

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at TIC Restaurant Group is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your supervisor, manager or the Management Office. Failure to adhere to this policy may result in discipline up to and including termination.

We appreciate your cooperation in maintaining a respectful and focused work environment.

No Solicitation

For the purposes of this policy, solicitation includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Examples of such solicitation activities includes, but not limited to, the collection of any debt or obligations, raffles of any kind or chance taking, the sale or attempt at selling any products or services not offered by the Restaurant (e.g. Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). This policy covers solicitation conducted verbally, in writing, and/or electronically.

Solicitation for any purpose during working hours is prohibited. Working hours refers to periods you are expected to be actively engaged in work-related activities, and includes working time of both the employee or non-employee who is seeking to solicit and who is being solicited. Although not encouraged, engaging in solicitation will be permitted as long as

it is limited to authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time. Solicitation should also be kept out of active working areas.

Nothing in this policy is intended to restrict an employee's rights under Section 7 of the National Labor Relations Act, including discussing terms and conditions of employment.

Violations of this policy should be reported to your supervisor, manager or the Management Office.

No Distribution

To ensure cleanliness, organization and safety, the distribution of any type within working areas is prohibited at all times.

This policy prohibits distribution, by employees and/or non-employees, of any nonwork-related literature, papers, materials, goods, prints or other items. Electronic distribution of materials during work time is also not permitted, and subjected not only to this policy but also to our Acceptable Use of Technology policy. Any literature that violates Company policies regarding Equal Employment Opportunity (EEO), No Harassment/Discrimination and No Sexual Harassment, or knowingly spreads false information, is strictly prohibited.

This policy covers whether or not the employees are on working time. Working areas do not include break/rest areas, employee-only lunchrooms, and parking lots.

Nonemployees are also not allowed to distribute materials on company premises under any circumstances at any time.

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment, under Section 7 of the National Labor Relations Act. Open communication remains a vital part of our workplace culture.

If you become aware of violations of this policy, you should report to your supervisor, manager or the Management Office.

Any person who is not an employee, non-employee, guest or otherwise a business invitee of the Company is not permitted on company property for any purpose including, without limitation, canvassing, soliciting or distributing items in support of any cause, and selling chances or membership in any group, society or organization. Off-duty employees are not permitted on company property for any purpose unless they are attending a company-approved or sponsored function or are an invited guest.

Customer and Public Relations

Decibel upholds a reputation built on providing excellent service and quality products to customers and clients. As a representative of Decibel, you are expected to be familiar with the products and services we offer, operation procedures, and sanitation protocols. In turn, our customers and clients support our businesses and generate your wages.

Sometimes it's easy to take a customer for granted, but when we do we run the risk of losing not only that customer, but their associates, friends or family who may also be customers or prospective customers. The opinions and attitudes that customers have toward our Restaurant may be determined for a long period of time by the actions of one employee.

Maintaining this reputation requires the active participation, of every employee, to be sensitive to the importance of providing courteous treatment in all relationships in the workplace. As an employee of the Company, you are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client or visitor, notify your supervisor, manager or the Management Office immediately. If a customer, client or visitor voices a suggestion, complaint or concern regarding our products or services, inform your supervisor, manager or the Management Office. Lastly, make every effort to be prompt in following up on customer, client or visitor orders or questions. Positive customer, client and visitor relations will go a long way to establishing our Company as a leader in its field.

Employees should refrain from providing corporate address/phone number or any names and direct contact information of office staff to a customer or other third party. Instead, ask for the requesting individual's name and contact information to relay back to the manager or corporate office.

Personal Hygiene

As an employee of the Restaurant, the impression you make on others, which depends on your choice of dress, personal hygiene and courteous behavior, reflects on the reputation, integrity, and public image of Decibel.

All employees are required to report to work clean, neatly groomed, and dressed appropriately. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming

and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Employees should avoid exposing the workplace to strong fragrances and offensive odors. Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be avoided, or used minimally, as much as possible, out of concern for others with sensitivities or allergies.

The Restaurant, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Restaurant. This policy does not prevent an employee from wearing a hairstyle that is closely associated with their racial, ethnic, or cultural identities. This policy does not prevent an employee from wearing professional clothing or uniforms that reflect the employee's gender identity or expression. Contact your supervisor, manager or the Management Office to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

Uniforms

The Restaurant may require you to wear a uniform, such as an apron, hat or other articles, during your work shift. The Company will supply you with uniforms and any other items at no cost as required by state law. You may need to supply other uniform items as instructed by your supervisor and/or manager. The Company may reimburse employees for these items if required by applicable law.

All uniforms must be kept clean, in good repair, not wrinkled, and free of stains. The expense of maintaining your uniform will be borne by you or the Company in accordance with applicable law. Generally, any uniform items will be "wash and wear" or will otherwise be laundered by the Company.

All uniforms, accessories or name tags issued by the Company must be returned in good condition upon leaving our Company.

Protecting Company Information

As a condition of employment, all employees of the Company are required to protect and maintain the confidentiality of other employees' personal information, Restaurant trade secrets, Company proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company and Restaurant(s). Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

Do not discuss the Restaurant's confidential business or proprietary business matters, or share confidential employee information (such as social security numbers, personal banking, phone numbers or medical information, etc.) with anyone who does not work for us such as friends, family members, members of the media, or other business entities.

If you have information that leads you to suspect that employees or competitors are obtaining such information, you are required to inform your supervisor, manager or the Management Office.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

Nothing in this policy is designed to limit an employee's rights to inquire, discuss or disclose information pertaining to the terms and conditions of an employee's employment, including wages under Section 7 of the National Labor Relations Act.

Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to the Company, is a "work for hire" and is the property of the Company.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and the President.

Contact with the Media and Third Party

From time to time, Decibel and/or TIC Restaurant Group may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

The authorization to make or approve public statements on behalf of the Company rests solely with media@tic-nyc.com. No employee, unless specifically designated by media@tic-nyc.com, is authorized to make statements on behalf of or as a representative of the Company.

If you receive such a contact, you should not speak on behalf of the Restaurant and should refer any media inquiries to media@tic-nyc.com. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Management Office.

Care of Company Property

All employees and non-employees are expected to demonstrate proper care when using the Company's property and equipment.

You may not use Company property for personal use during working time. No property may be removed from the premises without the proper authorization of management. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Restaurant products, or office supplies for personal use without prior authorization. If you lose, break or damage any property, report it to your supervisor, manager or the Management Office at once.

It is Company policy to control off duty and non-working hour use of Company and Restaurant facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your manager and/or the Management Office. If you use Company facilities during your off-duty hours or Restaurant off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

Good Housekeeping

Good work habits and an orderly place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor, manager or the Management Office.

If you are supplied with a uniform, you are also expected to keep your uniforms clean, in good repair, not wrinkled, and free of stains, whether or not the Restaurant provides laundering.

Clean Up

At the end of each shift, time is designated for cleaning the work area and washing up. This time is paid. Tipped employees will not be required to spend more than 2 hours or more than 20 percent of their shift, whichever is less, on cleaning or other non-tipped duties.

Use of Employer Vehicles

Company vehicles are to be used for Company business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive a Company vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your HR.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify your HR immediately.

As the driver of a Company vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a Restaurant vehicle or drive a personal vehicle on Company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

Acceptable Use of Technology

This policy is intended to provide employees with the guidelines associated with the use of Company information technology (IT) resources and communications systems, including use for electronic communications.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

“Electronic communications” include messages, images, audio and other informational data, among other things, that is created, sent, received, used, transmitted, or stored on or in e-mail, instant messages, text messages, voice mail, fax machines, computers/tablets (such as Chromebooks or iPads), pagers, telephones, cellular and mobile phones, cameras, back-up storage, memory or flash key or card, jump or zip drive, Intranet, Internet, or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as **“systems.”**

Proprietary Business Information

Proprietary business information means confidential and proprietary information related to the Company's trade secrets, business models, business services, sales agreements, pricing information, customer lists, recipes, vendor agreements, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on Company systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.

General Provisions: Company Control of Systems and Electronic Communications

Employees may use Company IT resources and systems for business purposes only, internally with co-workers or externally with customers and other business acquaintances, unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company and should be accessible to the Company at all times including periodic unannounced inspections. Employee communications on our system are not confidential or private. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.);

managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

Employees given password(s) to access our systems should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

Prohibited Uses of Our Systems

Employees may not use Company systems in a manner that is unlawful, wasteful of Company resources, in violation of any Company policy, or unreasonably compromises employee productivity or the overall integrity or stability of the Company's systems. These tools are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of Company policies.

In addition, employees may not use our Company systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of the Operations Officer;
- To download, save, send or access any site or content that the Company might deem "adult entertainment;"
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the Company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- To download any applications or programs to the Company's electronic devices, including Chromebooks or iPads, except that managers with access to the Company's iCloud username and password may download updates to existing applications as needed;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery

An employee may not misrepresent, disguise, or conceal their identity or another's identity in any way while using electronic communications; make changes to electronic communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights

Employees must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption

All systems passwords and encryption keys must be available and known to the Company. You may not install password or encryption programs without the written permission of the Operations Officer. Employees may not use the passwords and encryption keys belonging to others.

Telephone Calls

Company phones are principally for work-related communications. It is important to keep our telephone lines free for customer calls. Unless there is an emergency, limit long distance telephone calls to business purposes only. Limit personal use of Company telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged.

Computer Security and Copying of Software

Software programs purchased and provided by the Company are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume

personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software included in Company IT resources, acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. Managers and the Management Office are responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Restaurant must be purchased through the Management Office.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

Personal Use of Our Systems

Personal communications in our systems are treated the same as all other electronic communications and will be used, accessed, recorded, monitored, and disclosed by the Company at any time without further notice. Since all electronic communications and systems can be accessed without advance notice, employees should not use our systems for communication or information that employees would not want revealed to third parties. Employees may not use our systems or devices, including Company-provided iPads, Chromebooks or cellular phones, to surf the Internet, check personal email or otherwise use such systems or devices for personal use (aside from using the Company's WiFi on personal devices while not on work time).

Applicable Laws

Numerous state and federal laws apply to electronic communications. The Company complies with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations

If you violate this policy, you will be subject to correction action, up to and including immediate termination of employment, as well as possible civil liabilities or criminal prosecution. If necessary, the Company will advise law enforcement officials or appropriate third parties of any illegal conduct and cooperate with official investigations.

The Company will not retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our systems or the content of electronic communications, ask Management for advance clarification.

Personal Mobile Device Usage

While the Restaurant permits employees to bring personal mobile devices (i.e. cell phones, smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal mobile devices at work can be distracting and disruptive and cause a loss of productivity. Unless used for business purposes as permitted, the Company requests and advises that you do not use personal devices during working hours and store your personal devices in your locker. You should primarily use such personal devices off the service floor during non-working time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of non-working time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may not connect your personal device to the Company network or to Restaurant equipment (computers, printers, etc.), unless explicitly authorized by Management.

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from your supervisor, manager or the Management Office. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. To ensure the security of Company information, the installation and uninstallation process of any work-related software must be overseen by your supervisor, manager or the Management Office.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

Social Media

Decibel acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, employees should also be aware that their social media use can:

- Pose risks to the Company's confidential and proprietary information, reputation, and brand;
- Expose the Restaurant to discrimination, harassment, and other claims; and
- Jeopardize the Company's compliance with business rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure appropriate usage of the Company's IT resources and communications systems, all employees must abide by the following policy regarding social media use.

For purposes of this policy, "**social media**" refers to any means of communicating or posting content on the internet, including web logs or blogs, vlogs, journals or diaries, personal websites, social networking or affinity website, web bulletin board or chat rooms, and other online platforms, whether affiliated with the Restaurant or not.

Ensure your postings are consistent with the guidelines below. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Guidelines for Posting on Social Media

When you interact and post on social media, remember that the Internet is immediate and archives almost everything. Nothing that is posted ever truly "expires," and even deleted postings can be searched. When posting:

- Use privacy settings when appropriate.
- Maintain confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Respect copyright, trademark, and third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.
- Do not represent yourself as a spokesperson for the Company or the Restaurant, and avoid implying so.
 - Do not use the Company's email addresses to register on social media platforms for personal use.
 - Avoid linking personal accounts to the Company as an official source.
 - Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
 - It is best to include a statement such as "The postings on this site are my own and do not necessarily reflect the views of the Company."
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.
 - Never post any information or rumors that you know to be false about the Company or the Restaurant, fellow employees, customers and people working on behalf of the Company or competitors. Make sure you are always truthful and accurate when posting information or news.
- Do not make express or implied threats of violence.

Be Respectful

The Company cannot mandate respectful and courteous activity on social media by employees outside of working time and/or work premises. You are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our problem-solving procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as unlawful, slanderous, maliciously false, obscene, threatening, intimidating, bullying, or that might as constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation; posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person's reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or the No Harassment/Discrimination policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

Media Contacts

If you are not authorized to speak on behalf of the Restaurant or the Company, do not speak to the media on behalf of the Restaurant or Company. Direct all media inquiries for official Company responses to media@tic-nyc.com or the Management Office.

Retaliation

Retaliation, or any other negative action, against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures, up to and including termination.

Violations

Violations of this policy may result in discipline, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law, such as Section 7 of the National Labor Relations Act. All employees have the right to engage in or refrain from such activities.

If you have questions or need further guidance, please contact your supervisor, manager or the Management Office.

Your Employment Benefits

Our Company has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income for our employees.

This section describes the current benefit plans maintained by the Company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The Company reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

Meals

The Company strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal periods. Under New York law:

- Non-factory workers are entitled to a thirty (30) minute unpaid meal period between 11 a.m. and 2 p.m. for shifts six hours or longer that extend over that period, and a forty-five (45) minute unpaid meal period midway between the beginning and end of a shift that starts between 1 p.m. and 6 a.m. and lasts more than six hours.
- All workers are entitled to an additional twenty (20) minute unpaid meal period between 5 p.m. and 7 p.m. for workdays that extend from before 11 a.m. to after 7 p.m.

Applicable law also provides that the Restaurant may limit meal periods to a minimum of 30 minutes as long as there is no indication of hardship to the employees. You will not be required to work during your meal period unless otherwise permitted under applicable law. Check with your supervisor, manager or the Management Office regarding procedures and schedules for meal periods.

The Company requests that employees accurately observe and record meal periods. You must clock-out and in for all meal breaks. If you know in advance that you may not be able to take your scheduled meal period or are not fully relieved of all duties, let your supervisor and/or manager know. In addition, if you were unable to take or were prohibited from taking a meal period, notify your HR as soon as possible.

Meal periods and breaks longer than twenty (20) minutes, paid or unpaid, are not included when calculating overtime. A meal credit of \$3.60 for each taken meal provided by the Restaurant will be applied to your paycheck.

Holidays

The Company offers eligible employees with unpaid and/or paid holidays in accordance with federal and state law. Ask your manager for the holiday schedule as it is subject to change.

Paid Sick Leave

The Company provides Paid Safe and Sick Leave (also “Paid Sick Leave,” and “Sick Leave”) to eligible employees in accordance with New York Law and New York City’s Earned Safe and Sick Time Act.

Eligibility and Usage

All employees are eligible for up to fifty-six (56) hours of Paid Safe and Sick Leave per calendar year, from January 1 to December 31 (also “PTO Year”). Leave will be provided on their first day of employment and at the beginning of each leave year. The Company frontloads fifty-six (56) hours of Paid Safe and Sick Leave to all employees on January 1 of each PTO Year. However, if you are a new employee and start your employment with the Company on or after June 1 of the PTO Year, for your first partial year of service with the Company, you will accrue one (1) hour of Paid Sick and Safe Leave for every thirty (30) hours that you work, and you will be able to use these hours that you accrue for Paid Sick and Safe Leave reasons within the first partial year of service.

You may use Sick Leave as soon as it is granted, and you may use up to 56 hours of Sick Leave per calendar year. The minimum increment of leave you may take is one hour. Because the Company frontloads Paid Sick and Safe Leave on January 1 of each PTO year, all unused and accrued sick and safe leave expires at the end of each PTO Year, and you will not be paid out for it. In any event, you are allowed to use a maximum of fifty-six (56) hours of sick leave in a each PTO Year.

For example, if an employee starts working with the Company in November 2024, the employee will accrue one (1) of hour of Paid Sick and Safe Leave for every thirty (30) hours worked through the end of 2024, and he/she may use these hours in 2024 as they accrue. In this example, at the end of 2024, all unused but accrued Paid Sick and Safe Leave hours are lost and unpaid, but the employee would automatically receive another fifty-six (56) hours on January 1, 2025, which can be used throughout 2025.

Compensation

Paid Sick Leave will be compensated at the same base rate of pay, which is the greater of your regular hourly rate or the applicable minimum wage, with the same benefits, including health care benefits, as you would have earned had you not taken leave.

Reasons for Paid Safe and Sick Leave

For the purposes of this policy, “**family member**” means:

- “**Child**,” which means:
 - Your child (biological, adopted, or foster child; legal ward; or child to whom you stand in loco parentis),
 - The child of your spouse or domestic partner,
- “**Parent**,” which means:
 - Your biological, foster, step- or adoptive parent,
 - A person who acted as your legal guardian or a person who stood in loco parentis when you were a minor child,
 - Parent of your spouse or domestic partner,
- Your spouse and/or domestic partner (current or former, regardless of whether you reside together),
- Sibling (half, adopted, or step sibling),
- Grandchild,
- Grandparent,
- Any other individual related by blood to you or whose close association with you is the equivalent of a family relationship.

Safe and Sick Leave may be taken for the following reasons:

- To obtain diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, including preventive medical care, for yourself or your family member;
- For your absence from work when you or your family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking, and you need to:
 - Obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - Participate in safety planning, relocate, or take other actions to protect your own or your family member’s safety, including enrolling children in a new school;
 - Meet with an attorney or social service provider to obtain information and advice related to custody, visitation, matrimonial issues, orders of protection, immigration, or housing, or discrimination in employment, housing, or consumer credit;
 - File a complaint or domestic incident report with law enforcement, or meet with a district attorney’s office;
 - Attend civil or criminal court dates related to any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking; or
 - Take any other actions necessary to ensure your own or a family member’s health or safety or to protect those who associate or work with you.
- Closure of your place of business by order of a public official due to a public health emergency or your need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.

If you are responsible for domestic violence, family offense, sexual offense, stalking, or human trafficking, you are not eligible for leave under this policy.

Interaction with Other Leave

Safe and Sick Leave will run concurrently with other types of leave when permitted under applicable law. You may be required to use available sick leave during family and medical leave, disability leave, or other leave.

Advance Notice

If the need for leave is foreseeable, you must make a good faith effort to provide reasonable verbal and/or written advance notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

Documentation

If you use Sick Leave for more than three consecutive days, upon return from leave, you may be required to provide reasonable documentation verifying that leave was used for an appropriate purpose and attesting the amount of time taken as Sick Leave.

For sick leave, reasonable documentation means written documentation signed by a licensed clinical social worker, licensed mental health counselor, or other licensed healthcare provider indicating the need for the amount of sick leave taken.

For safe leave, reasonable documentation means:

- Documentation signed by an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional service provider from whom you or your family member has sought assistance in addressing domestic violence, family offense matters, sex offenses, stalking, or human trafficking and their effects;
- A police or court record; or
- A notarized letter from you explaining the need for such safe time.

The documentation should not include the details of the domestic violence, family offense matter, sexual offense, stalking, or human trafficking.

The Company will reimburse you for all reasonable costs or expenses incurred for the purpose of obtaining such documentation.

Failure to provide the required documentation for safe or sick leave may result in your leave being denied.

Confidentiality and Nondisclosure

Any information received by the Company regarding your request for leave will be kept confidential and will not be disclosed to anyone without your written permission, except as required by federal or state law or as necessary to protect your safety in the workplace. The Company will not ask you to provide details about the medical condition that led to your use of sick leave or the personal situation that led to your use of safe leave.

Abuse of Safe and Sick Leave

The Company may take disciplinary action, up to and including termination, against employees who use Sick Leave for purposes other than those described in this policy.

Indications of Safe and Sick Leave abuse may include, but are not limited to, a pattern of:

- Using unscheduled safe or sick leave on or adjacent to weekends, regularly scheduled days off, holidays, vacations, or pay day;
- Taking scheduled safe or sick leave on days when other leave has been denied; and
- Taking safe or sick leave on days when you are scheduled to work a shift or perform duties perceived as undesirable.

Recordkeeping

You may request (verbally or in writing) a summary of the amounts of sick leave you have accrued and used in the current calendar year and/or any previous calendar year, up to 6 calendar years. This information will be provided within three (3) business days.

Payment upon Termination

You will not be paid for any unused safe and sick leave when your employment ends.

Reinstatement of Leave upon Rehire

The Company will reinstate unused safe and sick leave if you separate and are rehired within six (6) months.

Retaliation

The Company will not retaliate against any employee who request or take leave in accordance with this policy.

Additional Paid Time Off (PTO)

The Company provides all eligible employees with Additional Paid Time Off (“PTO”), which may be used for vacation or any other reason, such as personal matters. PTO is subject to the following provisions below. Employees with questions concerning this policy should contact their manager or the Operations Officer.

PTO Year

The Company’s PTO Year runs from January 1 to December 31 (“PTO Year”).

PTO Eligibility

Eligibility, amount of PTO, and the reasons allowed for taking PTO vary depending on whether you are full or part-time employee as well as your length of service with the Company.

For the purposes of this policy, an employee has completed one (1) “year of service” as follows:

- Employees hired before July 1: First January 1 after date of hire
- Employees hired after July 1: Second January 1 after date of hire

PTO Entitlement for Part-Time Employees:

PTO Entitlement - Part-Time Employees with Three or More Years of Service

After completion of three (3) years of service, part-time employees will be eligible to use up to sixteen (16) hours of PTO, following the “year of service” schedule above.

PTO Entitlement - Part-Time Employees with Five or More Years of Service

After completion of five (5) years of service, part-time employees will be eligible to use up to twenty-four (24) hours of PTO, starting on January 1.

PTO Entitlement for Full-Time Employees:

PTO Entitlement - Full-Time Employees with Two or More Years of Service

After completion of two (2) years of service, full-time employees will be eligible to use up to sixteen (16) hours of PTO, following the “year of service” schedule above.

PTO Entitlement - Full-Time Employees with Three or More Years of Service

After completion of three (3) years of service, full-time employees will be eligible to use up to twenty-four (24) hours of PTO, starting on January 1.

PTO Entitlement - Full-Time Employees with Four or More Years of Service

After completion of four (4) years of service, full-time employees will be eligible to use up to thirty-two (32) hours of PTO, starting on January 1.

PTO Entitlement - Full-Time Employees with Five or More Years of Service

After completion of five (5) years of service, full-time employees will be eligible to use up to forty (40) hours of PTO, starting on January 1. A maximum of 24 hours of unused PTO can be carried over to the following PTO Year.

PTO Entitlement - Full-Time Employees with Eight or More Years of Service

After completion of eight (8) years of service, full-time employees will be eligible to use up to forty (40) hours of PTO, starting on January 1. A maximum of 40 hours of unused PTO can be carried over to the following PTO Year.

PTO Entitlement - Office Employees

See “Addendum: Additional Paid Time Off for Office, Executives and Managerial Employees”

Usage of PTO

PTO is intended to be used for vacation time or any other personal reasons, including, but not limited to the “Safe/Sick Reasons” detailed in the Paid Sick Leave policy required by law and described above.

Employees who use PTO for reasons other than Safe/Sick Reasons under the policy above must do so subject to approval from a supervisor or manager.

Advance Notice

If an eligible employee wishes to use PTO time for five (5) consecutive days or more (“Extended PTO”), the employee must make arrangements in advance with at least thirty (30) days’ written notice. All Extended PTO requests must be approved by the general manager. Extended PTO requests made with less than thirty (30) days’ notice will be considered on a case by case basis.

Eligible employees who use PTO time for other personal reasons or for less than five (5) consecutive days for a reason other than a Safe/Sick Reason (“Personal PTO”) must provide as much notice as practicable, preferably at least seven (7) days in advance unless the need to use Personal PTO time is unforeseeable.

Extended PTO and Personal PTO requests will be granted according to Company operational needs. The Company may request that employees take Extended PTO or Personal PTO at a specified time or for a specific duration. Extended PTO and Personal PTO is normally not permitted during peak business periods (i.e., November and December). Whenever Extended PTO or Personal PTO requests conflict, scheduling will be based on the date of the earliest request. Ultimately, Extended PTO or Personal PTO is at the discretion of management in order to ensure proper coverage.

Payment of PTO Time

For employees who are paid on an hourly basis, PTO will be paid at the employee’s regular straight time hourly wage rate as of the date of usage of PTO (other than additional PTO beyond the first forty (40) hours, which will be paid as set forth above). For tipped employees who fall into these categories for whom the Company takes a tip credit, PTO shall be paid at the regular minimum wage, and no tip credit will be taken. For exempt employees, PTO shall be paid at the employee’s regular salary as of the date of usage of PTO (other than additional PTO beyond the first forty (40) hours, which will be paid as set forth above).

PTO Carryover/ PTO Payout Upon Separation

Unless otherwise specified, unused PTO hours will not carry over into the next calendar year nor will employees be paid for any unused PTO time at any time other than when they use approved PTO. Employees will not be paid out for any accrued but unused PTO hours upon separation of employment or at the end of a calendar year.

Family and Medical Leave Act

In accordance with the federal Family and Medical Leave Act (“FMLA”) of 1993, eligible employees are entitled to take up to twelve (12) or twenty-six (26) weeks of unpaid, job-protected leave in a twelve (12) month period for certain specific circumstances.

Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least twelve (12) months, although that time need not be consecutive;
2. Worked at least 1,250 hours for the Company over the preceding twelve (12) months; and
3. Be employed at a worksite that has fifty (50) or more employees within seventy-five (75) miles.

Leave Entitlement

The 12-month period is measured forward from the first date your FMLA leave begins. The next 12-month period would begin the first time FMLA leave is taken after completion of the prior 12-month period

Under the FMLA, you may take a maximum of 12 workweeks of unpaid leave in a 12-month period for any of the following FMLA-qualifying reasons:

- Bonding Leave: The birth of a child and the care of that child following the birth (leave must be completed within one year of the child's birth);
- Bonding Leave: The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- Family Care Leave: To care for a child, spouse or parent with a serious health condition;
- Serious Health Condition Leave: The treatment of your own serious health condition which makes you unable to perform the essential functions of your job position;
- Military Emergency Leave: A "**qualifying exigency**" of a child, spouse or parent who is a member of the military reserves, National Guard or Armed Forces and on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

Employees wishing to take leave to care for a spouse, child, parent or next of kin (nearest blood relative) who is a "**Covered Service Member**" and who has a serious injury or illness related to active duty service are entitled to Military Caregiver Leave. The maximum amount of Military Caregiver Leave will be a combined unpaid leave total of 26 workweeks in a single 12-month period, beginning on the first day that you take FMLA leave.

To the extent required by law, some extensions to leave beyond an employee's FMLA entitlement may be granted when additional leave is necessitated by a disability. Employees who need additional time off after the expiration of FMLA leave due to an ongoing disability should follow the disability accommodations procedure in this Handbook. Certain restrictions on these benefits may apply.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Spouse Aggregation

If you and your spouse are both employed by the Company and eligible for leave under this policy, you and your spouse will be limited to a total of 12 weeks of leave between the two of you collectively when taking Bonding Leave (for the birth or placement of a child) and/or Family Care Leave (to care for a parent with a serious health condition). Similarly, you and your spouse will be limited to a combined total of 26 weeks off between the two of you when the leave is for only Military Caregiver Leave to care for a military service member or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave.

This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

Definitions

As used in the policy:

- A "**spouse**" is a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage was entered into. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages, or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- A "**child**," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence. A "**child**," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, a stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.

- A "**parent**" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- "**Next of kin,**" for the purposes of military care leave, is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- "**Health care provider**" means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- "**Serious health condition**" is an illness, injury, impairment, or physical or mental condition that involves either inpatient care (overnight stay in a medical care facility), or continuing treatment by a health care provider for a condition that either prevents you from performing the essential functions of your 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. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- "**Qualifying exigencies**" for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (Note: Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (Note: Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (Note: Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the Restaurant and you.
- A "**serious injury/illness**" incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.
- "**Covered Active Duty**" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed

Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

- **"Covered Servicemember"** means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.
- **"Key employee"** means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite.

Notice of Leave Request and Call-In Procedures

When the need for FMLA leave is foreseeable, such as because of an expected birth/adoption or planned medical treatment, you must provide at least 30 days' advance notice. If 30 days' notice is not possible, you must give such notice as is both possible and practical (this should be the same day or within one or two business days you become aware of the need for leave).

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Restaurant first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Restaurant. You must try to schedule treatment so as not to unduly disrupt the Restaurant's operations. Please contact your supervisor, manager or the Management Office prior to scheduling planned medical treatment.

If and when the need for leave is not foreseeable, you must provide notice as soon as possible. In all instances of absence from work, including leave under this policy, the normal call-in procedures and standards established for giving notice of absence from work must be followed. It is your responsibility to provide notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical. Failure to provide appropriate notice may result in the delay or denial of leave.

Medical Certification

If you require leave to attend to your own or a covered relative's serious health condition, you and the relevant healthcare provider must supply appropriate medical certification. You may obtain the Medical Certification of Health Care Provider form from your relevant health care provider, the Management Office or the Department of Labor website (www.dol.gov/agencies/whd/fmla/forms). The form must be completed by you and your physician or other relevant health care provider confirming that you have a serious health condition which requires either inpatient care or continuing treatment by a health care provider. You must submit or bring the completed form to the Management Office.

The Medical Certification of Health Care Provider form is also required if you are requesting leave to care for a child, parent or spouse with a serious health condition. For leaves relating to a family member, the Company may also require you to provide documentation or a statement confirming the family relationship. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

After submitting a request for leave, the Company will notify you of the requirement for medical certification and when it is due, which will be at least 15 calendar days after you request leave. If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins.

At our expense, the Company reserves the right to require a second medical opinion by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, the Company may require a third examination by a mutually agreed upon health care provider to provide a final and binding opinion, at

our expense. Subsequent medical recertification may also be required. Employees are required to cooperate with the Company in obtaining additional medical opinions.

The company also reserves the right to require a copy of the military member's active duty orders or other documentation issued by the military, and a completed Certification of Qualifying Exigency form within 15 calendar days. Similarly, if the request is for military caregiver leave, you must provide a completed Certification of Serious Injury or Illness of Covered Service member form within 15 calendar days.

Failure to provide requested certification in a timely manner (within 15 days), when practicable, may result in denial and/or delay of further leave until it is provided.

In addition to the requirements listed above, after your FMLA leave is certified, the Company may require medical recertification in connection with an absence that you report as qualifying for FMLA leave.

During FMLA leave, you must provide the Company with periodic reports regarding your status and intent to return to work. If your anticipated return to work date changes and it becomes necessary for you to take more or less leave than originally anticipated, you must provide reasonable notice of the changed circumstances and new return to work date. If you give the Company notice that you do not intend to return to work, you will be considered to have voluntarily resigned.

Failure to comply with the foregoing requirements may result in a delay or denial of leave, or disciplinary action up to and including termination.

Leave Increments

Intermittent Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or on a reduced leave schedule (by reducing the usual number of work hours per workweek or workday) 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 on a reduced leave schedule for military qualifying exigencies. Intermittent leave is not permitted for the birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your recurring leave schedule, with equivalent pay rate and benefits, including a part-time position.

Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Restaurant's operations. Please contact your supervisor, manager or the Management Office prior to scheduling medical treatment.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA leave at the time they call off.

If an employee's request for intermittent leave is approved, the Company may later require employees to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on an employee's report that an absence qualifies for FMLA leave.

Parental Leave

FMLA leave for the birth of an infant or placement of an adopted/fostered child must be taken in a single block and concluded within 12 months of the birth or placement of the child. Bonding Leave cannot be taken on an intermittent or reduced schedule basis. However, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Use of Paid Leave During FMLA Leave

FMLA leave is unpaid. However, if your purpose for leave is eligible for both FMLA leave and any other Company-provided leave, FMLA leave will run concurrently with such other available leaves of absence, i.e. Paid Sick Leave, Additional Paid Time Off, etc. to the extent allowed by law. Your leave simultaneously counts against the your entitlement under both laws/policies. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of FMLA leave. In addition, the substitution of paid leave for unpaid leave may not result in your receipt of more than 100% of your salary.

If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available paid sick leave, vacation/PTO, personal days, and/or family illness days during this leave.

If you are taking personal medical leave, you must utilize available paid sick, personal, and vacation/PTO leave during this leave.

If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, where state law permits, you may elect to utilize accrued benefits to supplement these benefits.

In order to use your available paid leave concurrently with your FMLA leave, you must comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Employee Benefits During Leave

An employee will not accrue seniority or other employment benefits during leave, but use of FMLA leave will not result in the loss of any employment benefit that accrued before the start of the leave and that was not used during the leave.

If you participate in our group health plan, the Company will maintain your health insurance coverage during your FMLA leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums of such coverage. Failure to pay premiums within 30 days of when they are due may result in the termination or a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will terminate or lapse unless payments are promptly made.

Alternatively, in some instances, the Company may pay your share for you and your family during your leave and recover the total of the premium costs upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

Job Restoration

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

Upon returning to work at the end of FMLA leave, you will typically be restored to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. You will not lose any benefits accrued before leave was taken.

Failure to Return After FMLA Leave

Any employee who fails to return to work as scheduled at the conclusion of your approved FMLA leave, or fails to make an approved request for an extension of leave prior to the expiration of the leave, will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other available Company-provided leave that applies to your continued absence. You will be deemed to have voluntarily terminated their employment.

The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

If you fail to return to work and your employment is terminated, you will be eligible for continuation of medical benefits at your own expense pursuant to COBRA. You will also be required to reimburse the Company of the health insurance premiums paid during your leave.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. This policy remains in force during all leaves of absence including FMLA leave. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action, up to and including termination.

Abuse of Leave

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.

Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

No Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy. The Company will not interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Limited Nature of This Policy

This FMLA policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

Paid Family Leave Benefits

New York's Paid Family Leave Law ("NYPFL" or "PFL") provides eligible employees with job-protected paid time off to:

- Bond with a newly born, adopted, or fostered child.
- Care for a close relative with a serious health condition.
- Assist with situations when a family member is deployed abroad on active military service.

Applying for Benefits

See your supervisor, manager or the Management Office to request leave and obtain the Request for Paid Family Leave and Certification form.

If you have additional questions regarding PFL, contact the Management Office or visit <https://paidfamilyleave.ny.gov/>.

Eligibility

Eligible employees may take PFL leave as follows:

- If you work a regular schedule of 20 or more hours per week, you are eligible after 26 consecutive weeks of employment.
- If you work a regular schedule of less than 20 hours per week, you are eligible after working 175 days, which do not need to be consecutive.

Amount of Leave Benefits

You will be provided up to 12 weeks of leave at 67 percent of your weekly pay (capped at 67 percent of statewide average pay).

You may use accrued leave in order to receive full pay while on PFL.

Funding

Paid Family Leave is financed by the state and funded through employee contributions by payroll deductions that are set each year to match the cost of coverage, much like benefits provided under the New York State Disability Benefits Law. The rate of employee contributions is reviewed annually and is subject to change by the New York State Department of Financial Services.

Deductions will be taken from employees' paychecks each pay period and remitted to the Company's Paid Family Leave insurance carrier to finance Paid Family Leave. If an employee takes Paid Family Leave, the employee will receive a portion of the employee's weekly earnings from the Company's Paid Family Leave insurance carrier during the leave.

If you are not eligible for PFL, you will be provided a waiver to sign and PFL contributions will not be deducted from your wages. Where an employee's (1) regular work schedule is 20 hours or more per week but the employee is not expected to work at least 26 consecutive weeks; or (2) an employee regularly works less than 20 hours per week and is not expected to work at least 175 days in a 52-consecutive week period, the employee will have the option of filing a waiver of family leave benefits.

Qualifying Events

If you are eligible, you may use family leave benefits for the following reasons:

- **New child:** You may take PFL during the first 12 months following the birth of your child or the placement of a child for adoption or foster care with you. Expectant mothers cannot take PFL for their own pregnancy. PFL for the care of her newborn begins after the child's birth and is not available for prenatal conditions.
- **Serious health condition:** You may take PFL to care for a close relative with a serious health condition, including physical or psychological care. The relative may live outside of New York State and even outside the country. You cannot take PFL for your own health conditions.
- **Military active service deployment:** You may take PFL to assist with family situations arising when your spouse, domestic partner, child, or parent is deployed abroad on active military service or has been notified of an impending military deployment abroad. You cannot use PFL for your own qualifying military event.

As used in this policy:

- **"Close relative"** includes a spouse, domestic partner, child (biological, adopted, foster, step, legal ward, or child of domestic partner, or a child to whom the employee will stand in loco parentis), parent (biological, adoptive, foster, step, legal guardian or person who stood in loco parentis to the employee as a child), parent-in-law, sibling (including biological, step, adopted, and half siblings), grandparent and grandchild in relation to the employee.
- **"Serious health condition"** is an illness, injury, impairment, or physical or mental condition, including transplantation preparation and recovery from surgery related to organ or tissue donation, that involves inpatient care in a hospital, hospice, or residential medical facility; or continuing medical treatment or continuing supervision by a health care provider.

The Company is not required to permit more than one employee to use the same period of family leave to care for the same family member at the same time.

Notice of Need for Leave

You must notify your supervisor, manager or the Management Office if you intend to claim entitlement to PFL. If the need for leave is foreseeable, you must give at least 30 days' advance notice so the Company can plan for your absence. Foreseeable reasons include, but are not limited to, birth of a child, anticipated placement date for adoption or placement of a foster child, planned medical treatment for a family member or covered service member, and other known military exigency.

If the event was not foreseeable, you must notify your supervisor, manager and the Management Office as soon as possible. Notice should include the qualifying event and the anticipated timing and duration of the leave.

If you fail to give notice without unusual circumstances justifying the failure, PFL may be delayed or partially denied.

Documentation

You must submit documentation in support of your Paid Family Leave request within 30 days after the leave begins.

An employee wishing to make a claim for PFL must complete a Request for Paid Family Leave form (Form PFL-1) and any other forms required by the Company's insurance carrier. You may obtain the required forms from the Management Office. The Company may require additional proof from time to time but not more often than once a week. Proof must include a statement of disability from the leave recipient's health care provider.

For leave to bond with a child, the birth mother must provide a birth certificate or documentation of pregnancy or proof of birth from a health care provider, that includes the mother's name and birth or due date. A second parent must provide a birth certificate or documentation from a health care provider or voluntary acknowledgment of paternity, court order of filiation, a copy of documentation of pregnancy or birth from a health care provider (includes mother's name and due/birth dates) and a second document verifying the parent's relationship with the birth mother or child. An adoptive parent must submit documentation showing an adoption is in process, or documentation illustrating the leave is to further the adoption. A foster parent must submit a letter from the county or city department of social services or local volunteer agency.

Employee Benefits During Leave

An employee will not accrue seniority or other employment benefits during leave, but use of Paid Family Leave will not result in the loss of any employment benefit that accrued before the start of the leave and that was not used during the leave.

If you are enrolled in our group health plan on the day PFL begins, the Company will maintain your existing health benefits for the duration of your PFL leave as if you were still working. You must continue to make timely payments of your share of the premiums of such coverage. Failure to pay premiums within 30 days of when they are due may result in the termination or a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will terminate or lapse unless payments are promptly made.

Alternatively, in some instances, the Company may pay your share for you and your family during your leave and recover the total of the premium costs upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

Interaction with Other Laws

If an employee's reason for leave qualifies under both New York's Paid Family Leave Law and the federal Family Medical Leave Act as well as any other Company-provided leave (such as vacation/PTO and applicable paid sick leave), *i.e.*, the leave simultaneously counts against the employee's entitlement under both laws, PFL will run concurrently with designated FMLA leave and such other available Company-provided leave. Eligible employees must then apply for both PFL and FMLA.

Because Paid Family Leave is not available for the employee's own serious health condition, FMLA leave taken for that purpose would not run concurrently with Paid Family Leave.

You may not receive both short-term disability and PFL benefits at the same time. You may not take more than 26 combined weeks of short-term disability and PFL in a 52-week period.

If you are unable to work and qualify for workers' compensation benefits, you may not use PFL benefits at the same time as you are receiving workers' compensation benefits. If you are receiving reduced earnings, you may be eligible for PFL.

Returning to Work

On return from PFL, you will be reinstated to your original position, or if no longer available, an equivalent position with equivalent terms and conditions of employment, including pay and employment benefits.

Use of PFL will not result in the loss of any employment benefit that accrued before the start of your family leave that was not used during your family leave.

Failure to Return After PFL Leave

If you fail to return to work at the conclusion of your approved Paid Family Leave and your Paid Family Leave benefits have been exhausted, you will be subject to the Company's standard leave of absence and attendance policies. You will be deemed to have voluntarily terminated their employment.

The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

If you fail to return to work and your employment is terminated, you will be eligible for continuation of medical benefits at your own expense pursuant to COBRA. You will also be required to reimburse the Company of the health insurance premiums paid during your leave.

Retaliation

The Company, including its supervisors and managers, will not discriminate or retaliate against employees for requesting or taking leave in accordance with this policy.

Other Leave

The Company will comply with all other federal, state and local leave laws. In that regard, employees will be granted any other leave of absence as required by law. Employees are required to provide reasonable advance notice of any time off. Please contact your supervisor, manager or the Management Office with any questions about other leave or time off.

Jury Duty

The Company encourages employees to fulfill their civic duties related to jury duty. When you are summoned for jury duty, notify your supervisor, manager or the Management Office as soon as possible to make scheduling arrangements.

You will be paid a minimum of forty (\$40) dollars per day for the first three (3) days of juror service or any part thereof. Any additional time spent on jury duty will be unpaid. If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. You may opt to use PTO in place of unpaid leave.

Employees who serve on jury duty during the day are not required to work a regularly-scheduled evening shift on that day. We expect you to return to your job if you are excused from jury duty during your regular working hours.

The Company reserves the right to require employees to provide proof of jury duty service issued by the Court upon return, to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

The Company encourages all employees to fulfill their civic responsibility and to vote in public elections. Most work schedules provide sufficient time to vote either before or after working hours. If the polls are open for at least four (4) consecutive hours before or after the work shift, you will be deemed to have sufficient time outside of work hours to vote.

If you do not have sufficient time before or after work to vote, you may take enough time off at the beginning or end of your work shift to vote. Employees are entitled to take up to two (2) hours of paid leave to vote in any public election. Unless otherwise agreed, the Company will designate whether the leave can be taken at the beginning or end of the employee's workday, whichever provides the least disruption to normal business operations.

To be eligible for the leave, you must request time off to vote from your supervisor or manager with at least two (2) working days of advance notice.

The Company will not retaliate or tolerate retaliation against employees who request or take leave under this policy. If you believe that you are being retaliated against because you requested or took leave under this policy, immediately report it to your HR.

Military Leave

Any employee who is absent from work by reason of service in the military is entitled, under specific circumstances, to certain rights and benefits; provided that the employee's cumulative length of the absence and of all previous absences for this purpose does not exceed five years.

The Company complies with applicable federal and state law regarding military leave and re-employment rights. Employees who need to fulfill military obligations or uniformed services in any branch of the Armed Forces of the United States or in state military service, including the Reserves or National Guard, will be granted the necessary time off and reinstated in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments).

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If you are called to active military duty or to reserve or National Guard training, or if you volunteer for the same, you must submit documentation of your military orders. Unless military necessity makes this impossible, you are required to give advance notice of your service obligation to the Company and make arrangements for leave made as early as possible before departure.

You must notify your supervisor, manager and/or HR of your intent to return to employment based on requirements of the law. When returning from military leave of absence, you will be reinstated to your previous position or one of like status and pay, provided the employee remains qualified for the employee's position and satisfies any other requirements that may be imposed by applicable federal, state or local law or regulation. If applicable state law provides for greater reinstatement benefits, the Company will follow the more generous provision.

For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your manager and/or the HR.

Military Spouse Leave

The Company provides up to ten (10) days of unpaid leave to employees who are the spouse of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

- Work an average of twenty (20) or more hours per week; and
- Be the spouse of a member of the U.S. Armed Forces, National Guard, or Reserves who has been deployed during a period of military conflict to a combat theater or combat zone of operations.

The term "period of military conflict" means a period of war declared by the U.S. Congress or a period during which a member of the Reserves is ordered to active duty under federal authority.

If you need to take military spouse leave, notify your supervisor, manager and/or the Management Office as soon as reasonably possible. The Company reserves the right to ask for documents supporting the need for leave.

You may elect to use any available paid time off for which you are eligible under Company policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy.

The Company will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

Volunteer Emergency Responder Leave

The Company will grant unpaid leave of absence to employees who are "volunteer emergency responders," such as a volunteer firefighter or an enrolled member of a volunteer ambulance service, and engaged in the actual performance of emergency response duties to a declared local or state emergency, as long as the absence does not impose an undue hardship on Company business.

Time missed from work will be unpaid, except where required under applicable law. You may choose to substitute available PTO in lieu of unpaid leave.

To be eligible for this leave, you must provide the Company with written documentation from the head of the volunteer fire department or volunteer ambulance service, certifying your status as a volunteer.

Upon return from leave, the Company may request a notarized statement from the head of the volunteer fire department or ambulance service, certifying the period of time that you responded to the emergency.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

For more information regarding this leave, see your supervisor, manager or the Management Office.

Crime Victim and Witness Leave

The Company will provide eligible employees with time off from work, without pay, for any of the following reasons:

- To comply with a subpoena to testify in a criminal proceeding (including time off to consult with the district attorney);
- To give a victim impact statement at a pre-sentencing proceeding;
- To give a statement at a sentencing proceeding; or
- To give a statement at a parole board hearing.

You are eligible for time off under this policy if you are:

- The victim of the crime at issue in the proceedings;
- The victim's next of kin;
- The victim's representative if the victim is deceased as a result of the offense;
- A "Good Samaritan"; or
- Pursuing an application or the enforcement of an order of protection as provided under relevant law, such as the criminal procedure law or the Family Court Act.

For purpose of this policy:

- Good Samaritan means someone who acts in good faith to apprehend a person who has committed a crime in his or her presence, to prevent a crime or an attempted crime from occurring, or to aid a law enforcement officer in effecting an arrest.
- Victim's representative means a person who represents or stands in the place of another person, including but not limited to, an agent, attorney, guardian, conservator, executor, heir, or parent of a minor.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must notify your supervisor, manager or the Management Office as soon as possible and at least one (1) day before taking leave to make scheduling arrangements. The Company reserves the right to require employees to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Perpetrators of a crime are not eligible for this leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Blood And Bone Marrow Donation Leave

The Company provides employees who work an average of 20 or more hours per week:

- Up to three (3) hours of unpaid leave in any calendar year to donate blood. Provide documentation to your supervisor, manager or HR immediately after such leave is taken.
- Up to twenty-four (24) hours of unpaid time off, as determined by your physician, to undergo a medical procedure to donate bone marrow. If you seek leave to donate bone marrow, you must provide verification from a physician setting forth the purpose and length of each leave required.

You must give reasonable advance notice of at least three (3) working days of your intent to donate blood or bone marrow.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Adoptive Parents Leave

The Company will provide employees who adopt a child the same leave benefits given to employees for the birth of a child, if the adopted child is either younger than school age (currently, five years old) or hard-to-place or handicapped and under 18 years old. Employees will not be retaliated against for requesting this type of leave.

Bereavement Leave

The Company recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Company will provide bereavement leave as follows:

All employees who have completed ninety (90) days of service are eligible for three (3) days of unpaid bereavement leave for the death of an immediate family member.

You may apply any unused, available PTO/vacation/Paid Sick Leave for paid bereavement leave. Additional unpaid time off may be granted at the discretion of the Company on a case-by-case basis.

For purposes of this policy, immediate "family member" includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.

You must provide notice of your need for bereavement leave as far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

Personal Leave of Absence

The Company recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

Eligibility

All employees who have completed at least one (1) year of employment service are eligible to apply for an unpaid personal leave of absence.

Requesting Leave

Requests for unpaid personal leave must be submitted to your supervisor, manager or the Management Office in writing at least 14 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Company.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

Benefits While on Leave

Sick leave, seniority, or other benefits will not accrue during an unpaid personal leave of absence.

Your Company-provided health benefits will be continued at the same level and under the same conditions as prior to the leave. You are responsible for payment of your portion of the insurance premium while on personal leave.

If you fail to pay your premium payment in a timely manner upon reinstatement or as discussed in a case-by-case situation, the Company will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least fourteen (14) days in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Company denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment, which includes the termination of your employment benefits.

Return to Work

In advance of your scheduled return date, your supervisor, manager or the Management Office will arrange for you to resume your previous position, if available. In the circumstance that the Company's need to fill a position override the ability to reinstate you to your former position, you will be offered another position of similar job function, according to your qualifications. If you refuse the offer of reinstatement, your leave status will be changed to a voluntary termination.

Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

Medical and Wellness Benefits

Health Insurance

Our Company offers group health insurance benefits to all eligible employees, who have completed ninety (90) days of employment and usually work thirty (30) or more hours per week, and their eligible dependents. Eligibility may be defined by law and/or by the Company's insurance plan.

Eligible full-time employees may enroll in an employee only, an employee plus children, an employee plus spouse, or a family contract. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from your HR or the Management Office. Refer to the actual plan document if you have specific questions regarding your eligibility for coverage or other aspects of this benefit plan. Those documents are controlling.

Enrollment forms may be obtained from your supervisor, manager or the Management Office.

To assist you with the cost of this insurance, the Company will pay a portion of an employee's premium. You are responsible for paying the remainder of the costs through payroll deductions every pay period.

Benefits may be canceled or changed at the discretion of the Restaurant, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such an event, contact your supervisor, manager or the Management Office for information about your rights to continue your benefits coverage.

Consolidated Omnibus Budget Reconciliation Act (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact your supervisor, manager or the Management Office to learn more about your COBRA rights.

Flexible Spending Accounts (FSA)

The Company offers Flexible Spending Accounts ("FSA") to all eligible employees, who have completed ninety (90) days of employment and usually work thirty (30) or more hours per week. This program provides eligible employees tax-free reimbursement for their health care and/or dependent care expenses that are not reimbursed by any other insurance or reimbursement program, by withholding a portion of their salary on a pre-tax basis to contribute to a flexible spending account ("FSA").

If you choose to enroll in FSA, you will elect an annual amount to contribute, which will be divided and deducted from your pay each pay period on a pre-tax basis, and may be used to pay for eligible expenses. Annual elections are limited by established plan maximums and are subject to applicable IRS forfeiture and rollover provisions.

Contact your HR or the Management Office for a copy of the plan summary and for questions about this benefit.

Health Care FSA

A Health Care FSA provides eligible employees the opportunity to pay for medical expenses that are not reimbursed by an insurance plan. Both the amount you contribute and the amount you are reimbursed from your Health Care FSA are income tax free. Please contact your HR for further details, such as the annual limit.

For list of eligible Health/Dental/Vision care expenses please refer to:

<https://www.wageworks.com/takecare-mygracefsa/healthcare-fsa-grace-period-overview/eligible-expenses/>

Dependent Care FSA

A Dependent Care FSA provides eligible employees the opportunity to pay for dependent care expenses for a child (up until the child's thirteenth (13th) birthday), disabled spouse, or dependent parent. Both the amount you contribute and the amount you are reimbursed from your Dependent Care FSA are income tax free. Please contact your HR for further details, such as the annual limit.

For list of eligible dependent care expense, please refer to:

<https://www.conehealth.com/app/files/public/3e8e6a07-046b-46be-a184-fcb3b124389/2021%20Employee%20Benefits/Dependent%20Care%20FSA%20Eligible%20Expense%20List.pdf>

Disability Benefits

All employees are eligible for the Company's New York State disability benefit. To qualify, employee must both:

- Have been unable to work for more than seven (7) consecutive days due to non-work-related illness or injury or pregnancy-related disability, and
- Be under the care of a physician, chiropractor, podiatrist, psychologist, dentist, or certified nurse midwife.

To apply for disability benefits, you must file a claim within the first thirty (30) days of your disability, or all or part of your claim may be rejected. Disability benefit information may be obtained from your manager or the Management Office, or your healthcare provider, or the Worker's Compensation Board. The Company will provide you with a Form DB-271S Statement of Rights, within five days of learning that you are disabled. The Statement of Rights provides information on how to file a claim for disability benefits. You must provide written notice, including a doctor's certificate, stating the nature of the disability and their expected date of return to work.

New York State Disability insurance generally pays a weekly benefit, in the event you cannot work because of a covered illness or injury. Disability benefits provide up to 26 weeks of partial wage replacement benefits during any 52-consecutive-week period. Benefits are payable beginning on the eighth consecutive day of disability.

Disability benefit is a monetary wage replacement benefit, not a protected leave benefit. Receipt of disability benefits is not a guarantee of leave. If you are temporarily disabled, you may be eligible for job-protected leave under the Reasonable Disability Accommodations policy, the federal Family and Medical Leave Act or other state or local law.

To learn more about the New York Disability Benefits law, including eligibility requirements and benefits, or to obtain a claim form (Form DB-450), contact the New York State Workers' Compensation Board (www.wcb.ny.gov).

Workers' Compensation

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries and occupational illnesses. Workers' compensation insurance coverage is paid for by the Company and governed by state law, and provided to you at no cost. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries.

If you are injured on the job while working at the Restaurant or become ill as a result of your job, no matter how slightly, you are to report the incident to your supervisor, manager or the Management Office immediately or as soon as reasonably possible. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your supervisor, manager or the Management Office immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work

We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

Receipt of Workers' Compensation benefits is not a guarantee of leave. If you become ill or injured at work and need reasonable accommodations, please refer to the Reasonable Disability Accommodations policy in this Handbook.

Employee Assistance Program

The Company provides an employee assistance program (EAP) to all eligible employees who have completed 90 days of employment, and their immediate family members/dependents. You can contact a NexGen® EAP service provider directly at 1-800-960-5371 and/or www.nexgeneap.com.

Our integrated NexGen® Employee Assistance Program (EAP), Work/Life, and Wellness Benefit provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcoholism and alcohol abuse, drug use and dependency, compulsive gambling, and eating disorders. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

EAP services are available to eligible participants without charge, fully paid by the Company; however, the cost of any treatment or rehabilitation services is your responsibility if it is not completely covered by insurance.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company.

In certain circumstances, you may be referred to the EAP by your supervisor, manager or the Management Office due to job performance issues.

If you test positive on an alcohol or drug test, you may be referred to the EAP for assessment and rehabilitation recommendations. Your decision to participate in the recommended treatment, successful completion of the program, and additional treatment recommendations may be communicated to the Company. This may occur on a need basis.

Contact your supervisor, manager or the Management Office for more information. Additional information regarding EAP is available at www.eniweb.com or by calling 1-800-EAPCALL.

Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at the Company.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Company business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your HR has been received.

Advances

The Company does not provide cash travel advances. You will be expected to use personal credit cards and/or your own cash and then submit approved expenses on the standard Expense Report Form.

Eligible Travel Expenses

The Company pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Meals

- Car rental, bus, taxi, parking.
- Telephone and fax.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

Family Members

The Company will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the President.

Air Travel

Use economy or tourist class airfares when traveling on Company business. In addition, private, noncommercial aircrafts or chartered aircrafts are not to be used, and no more than two Company officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

Hotels

Neither in-room movies nor refreshment bars are approved Company expenses.

Insurance

The Restaurant does not pay for personal travel insurance for employees.

Rental Cars

You are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

Personal Vehicles

Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid the hazard of liability and the time away from work.

When using your own vehicle for business purposes, you must maintain a valid driver's license and appropriate insurance coverage, as required by law, and may not have more than 2 points on your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. You may not operate such vehicle in the course and scope of employment while: 1) Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; and/or 2) Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

You will be reimbursed for vehicle use at the standard IRS mileage rate. The President must authorize any deviation from this policy.

Reporting

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants.

Travel Reservations

Airline travel, rental cars, and hotels must be booked through the corporate designated travel agency in order to be reimbursed.

Commuter Benefits

The Company offers employees the option to set aside a portion of their pay on a pre-tax basis toward qualified transportation expenses for mass transit, van pools and parking.

All employees who usually work more than 20 hours per week are eligible for this plan. To enroll, an employee must complete and submit the Commuter Benefit form to HR. You can later update your enrollment information on

<https://login.commuterbenefits.com/>. Please note that if you must leave the company, your commuter card will cease working upon termination.

The maximum reimbursement amounts per month are established annually by the IRS. Mass transit includes bus, subway, train and ferry for personal use when commuting to work. Van pools must be used from the employee's place of residence to the place of employment and must be able to seat six passengers, not including the driver. Eligible parking expenses are parking in a lot at or near our location or parking at a location from which the employee commutes to work, such as a subway station.

For more information, please see your manager and the HR.

Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by the Restaurant and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

Our Workplace

Workplace Privacy and Right to Inspect

To ensure the safety of everyone, employees, non-employees, customers and the Company alike, the Company reserves the right to conduct inspections on work premises at any time, with or without notice to any employees and/or their presence, consistent with state law.

Company properties including, but not limited to, lockers, phones, computers, tablets, offices, desks, files, desks, kitchens, workstations, workplace areas, vehicles, machinery and equipment remain under the control of the Company and are subject to inspection at any time. In this regard, it should be noted that all offices, workstations, computers, files, lockers, and equipment, etc. are issued for employees' usage during their working hours. You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Restaurant premises including that kept in lockers and desks.

In addition, the Company reserves the right to search and inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, and any other possessions or articles carried to and from the Company's properties at the discretion of the Company.

Employees entering, working on or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge.

Personal Property

The Company is not responsible for loss or damage to personal property of employees and/or customers. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

Lockers

The Restaurant provides lockers for the convenience of its employees. Employees will generally be assigned a locker by the Restaurant. Employees must leave all personal items, including cell phones, in their locker while on duty. Employees are responsible for providing their own lock, if desired.

Workplace Safety

The optimally healthy, safe and secure work environment can only be achieved through teamwork, when everyone involved practices safety awareness by thinking defensively, anticipating and reporting unsafe conditions. It is the responsibility of all Decibel employees to maintain a healthy and safe workplace, report any health or safety hazards, and follow the Restaurant health and safety rules.

The Company also requires that all occupational illnesses or injuries be reported to your supervisor, manager or the Management Office as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

You must observe the following precautions:

- Notify your supervisor and/or manager of any emergency situation. If you are injured, become sick at work (no matter how slightly), you must inform your manager immediately. [See updates on the COVID ADDENDUM]
- Report all workplace injuries as soon as reasonably possible to your manager even if no medical treatment is required. It is our sincere hope that you or your coworkers are never injured.
- The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the Company's property is forbidden.
- Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your supervisor, manager or the Management Office immediately.
- Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Decibel.
- Use, adjust and repair machines and equipment only if you are trained and qualified.
- Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
- Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your manager.
- Know the locations, contents and use of first aid and fire-fighting equipment.

Immediately advise your supervisor, manager or the Management Office of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Decibel. Safety and security are the responsibility of all employees and we rely on you to help us keep our premises secure.

Failure in observing the above proper precautions is in itself an unsafe act and may be considered a violation. Violations will result in disciplinary action, up to and including termination of employment.

In An Emergency

The President of the Company, Mr. Shuji Yagi, and your manager should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. In the absence of your manager, contact the President and/or the nearest Company official.

Should an emergency result in the need to communicate information to employees outside of business hours, your manager will contact you. Therefore, it is important that employees keep their personal emergency contact information up to date. Notify your manager when this information changes.

When events warrant an evacuation of the building, you should follow the instructions of your manager or any other member of management. You should leave the building in a quick and orderly manner. You should assemble at the predetermined location as communicated to you by your manager to await further instructions or information.

Please direct any questions you may have about the Company's emergency procedures to your manager.

Workplace Violence

The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and possible damage to Company property in the event someone, for whatever reason, may be unhappy with a Company decision or an employee's action.

As the safety and security of our employees, non-employees, and the general public is in the best interests of the Company, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, non-employees (such as contractors and vendors), customers, and other visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Restaurant business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your supervisor, manager or the Management Office any behavior that compromises our ability to maintain a safe work environment, including if you receive or overhear any threatening communications from an employee or outside third party. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports will be investigated immediately and kept confidential to the extent possible, except where there is a legitimate need to know. You are expected to cooperate in any investigation, suspected or actual cases, of workplace violence. You will not be subjected to disciplinary consequences for such reports or cooperation.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your HR.

Drug and Alcohol Policy

The Company has a vital commitment in ensuring a safe, healthy and productive work environment for all employees, non-employees and customers alike. Consistent with this commitment, it is the intent of the Restaurant to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job or within work premises may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Restaurant business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, medical marijuana even with a valid prescription, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

Employees are prohibited from consuming or being under the influence of alcohol or other substances including, but not limited to beer, wine, sake, marijuana, medical marijuana, or any other unprescribed/unauthorized controlled substances. You are further prohibited from consuming or being under the influence of such substances while on duty, on break or meal break, reporting for work, or immediately after your shift ends while you are still in the workplace. This policy applies to all employees, including servers, supervisors and managers.

While attending Company-sponsored or Company-required events at which alcohol is served, employees may choose to drink alcohol. If they do so, they are always expected to drink in moderation and act professionally as a member of the Company. The Company reserves the right not to serve or allow the consumption of alcohol on Company-sponsored events held on Company property.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Restaurant does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana.

If you have a valid prescription for medical marijuana, refer to our Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your supervisor, manager or the Management Office if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Violations of this policy may result in disciplinary actions, including and up to termination of employment. If you become aware of such violations, inform your manager or HR. You may also email payroll@tic-nyc.com.

Employer-Sponsored Events

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Treatment and/or Rehabilitation

The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on Company paid time, on Company premises, in Company vehicles, or while engaged in Company activities.

The Company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of Company issued lockers or other suspected areas of concealment, as well as an employee's personal property when the Company has reasonable suspicion to believe that the employee has violated this Drug and Alcohol policy.

Violations

Your employment or continued employment with the Company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including termination of employment.

This policy represents management guidelines. For more information, please speak to your manager.

No Smoking

In our commitment to providing a safe and healthy environment for employees, non-employees, and other visitors, the Company is concerned about the detrimental effects of smoking and secondhand smoke inhalation. The Restaurant prohibits smoking, including the use of electronic vaping products (vape pens, e-cigarettes, etc.), and the use of smokeless tobacco (e.g., chewing tobacco, dip, and snuff) in work areas, including, but not limited to:

- Customer areas
- Staff-only areas
- Kitchens
- Offices
- Restrooms
- Lockers
- Areas where signs are posted prohibiting smoking

Our employees, non-employees and customers may be sensitive to strong and/or offensive odors. Employees who use such products outside of work should take measures to avoid exposing the workplace to odors caused by such products.

The Restaurant will not discriminate against employees based on their off-premises and off-duty tobacco usage.

No Weapons

Possession, use or sale of weapons, firearms or explosives on work premises, while operating Company machinery, equipment or vehicles for work-related purposes or while engaged in Company business off premises is forbidden except where expressly authorized by the Company and permitted by state and local laws.

The prohibition explicitly includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives (except culinary knives being used for the purpose of preparing food by cooks, line cooks, sous chefs, butchers, or any other employees who are required to use knives as part of their occupation, which must be stored carefully and protected in a knife wrap when transported through the Company's premises to or from the kitchen), ammunition, bombs, bows and arrows, clubs, slingshots, black jack, mace/pepper spray, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to your manager immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

Criminal Activity/Arrests

The Company will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

Disciplinary Process

Violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations

at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your HR will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

Airborne Infectious Disease Exposure Prevention Plan

New York State law requires the Company to have a plan in place in case of an airborne infectious disease outbreak. This law is called the New York State HERO Act. Attached to this Handbook is a copy of the Company's New York State HERO Act policy and notice. Please contact management or the HR Department if you have any questions or comments about it.

Our Employee Relations Philosophy

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

Equal Employment Opportunity Policy (EEO)

The Company complies with all federal, state, and local equal employment laws, including Title VII of the Civil Rights Act of 1964, the New York State Human Rights Law (a/k/a New York State Executive Law) and the New York City Human Rights Law (a/k/a New York City Administrative Code), which prohibits discrimination and harassment, including sexual harassment.

We strive to maintain a workplace that respects the dignity and worth of each individual. We are firmly committed to providing an environment that is free from all forms of unlawful harassment and discrimination based on any Protected Characteristics: age, race (including traits historically associated with race, which include, but are not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, creed, religion, national origin, ancestry, gender/sex, sexual orientation, gender identity, expression or presentation (including cisgender/transgender, non-binary or intersex status), pregnancy (including childbirth, lactation and related medical conditions), sexual or reproductive health decisions (including, but not limited to, the decision to use or access a particular drug, device or medical service), familial status, marital status, partnership status, caregiver status, alienage, immigration or citizenship status (unless required by law), genetic information (including genetic characteristics), unemployment status, mental or physical disability, military or veteran status, status as a victim of domestic violence, predisposition or carrier status, HIV/AIDS status, stalking and sex offenses, arrest or conviction record, credit history, salary history, height, weight, or any other protected status under federal, state or local laws ("Protected Characteristics"). The Company is dedicated to the fulfillment of this policy in all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take

appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions related to equal employment opportunity with your supervisor, manager, or any other designated member of management.

For additional information on sexual harassment, including how to file a claim, see the No Sexual Harassment and Discrimination Policy.

Open Door/Conflict Resolution Process

The Company strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your manager and, if necessary, to upper level management or the Management Office. To help manage conflict resolution we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Restaurant, management, its employees, non-employees, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your manager at a time and place that will allow the person to properly listen to your concerns. Most problems can be resolved informally through dialogue between you and your immediate manager or supervisor. If you have already brought this matter to the attention of your manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the Management Office. Describe the problem, those persons involved in the problem, the efforts you have made to resolve the problem, and any suggested solution you may have.

Reasonable Accommodations

Our Company complies with all applicable federal, state and local laws and commits to providing equal employment opportunities to all employees, regardless of their participation in any Protected Characteristics.

When considering accommodation requests, the Company encourages you to suggest specific reasonable accommodations. However, the Company is not required to comply with the specific accommodation(s) requested by you. The Company will consider your request, but reserves the right to offer alternative accommodation(s), to the extent permitted by law and without imposing an undue hardship on the Restaurant.

Some, but not all, of the factors that will be considered when determining reasonable accommodation(s) are cost, the effect that an accommodation will have on current established policies, and the burden on operations and other employees.

Religious Accommodations

The Company recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Company complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The Restaurant will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

If you need an accommodation because of your religious beliefs or practices deviates from work requirements, such as the Restaurant dress code, schedule arrangements, or other aspects of employment, make the request with your manager and/or HR. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the Restaurant will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The

Restaurant encourages you to suggest specific reasonable accommodations. However, the Restaurant is not required to make the specific accommodation(s) requested by you. The Restaurant will consider your request, but reserves the right to offer alternative accommodation(s), to the extent permitted by law and without imposing an undue hardship on the Restaurant. The Company will respond to your request with a written determination that identifies whether the accommodation will be granted or denied and states the reasons for the decision.

The Company will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy. In certain instances, to the extent necessary to accommodate an employee's request, the Company may request additional information about a person's sincerely held religious belief.

Accommodations for Gender Affirming Medical Care

The Restaurant will also provide reasonable accommodations to employees who are undergoing gender transition, including medical leave for medical and counseling appointments, surgery, and recovery from gender-affirming procedures, surgeries, and treatments as they would for any other medical condition. Employees should contact their manager and/or the Operations Officer if such accommodations are required.

Statement on Reproductive Health Decisions

The Company will not discriminate or retaliate against you based on your own, or your dependent's, reproductive health decision. This includes, but is not limited to, the decision to use or access a particular drug, device, or medical service.

Further, it is unlawful for the Company to:

- Access your personal information regarding your own, or your dependent's, health decisions without your prior informed affirmative written consent; or
- Require you to sign a waiver or other document that attempts to deny you the right to make your own reproductive health decisions.

Accommodations for Pregnancy, Childbirth and Related Medical Conditions

In accordance with the federal Fair Labor Standards Act, Pregnant Workers Fairness Act (PWFA), NY Labor Law § 206-c, and New York City's Human Rights Law (NYCHRL), the Company will provide reasonable accommodations related to female employees with pregnancy, childbirth or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

If you require an such an accommodation, notify your manager and/or HR. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions.

The Restaurant may require the employee to provide a certification in connection with a request for reasonable accommodation.

The Restaurant shall explore with the employee the potential reasonable accommodations including, but are not limited to:

- Seating;
- Appropriately sized uniforms and safety apparel;
- Flexible hours, such as modifying work hours/schedules;
- Additional break time to use the bathroom, eat, and rest;
- Leave or time off to recover from childbirth;
- Limitations on strenuous activities; and
- Limitations on strenuous activities or those that involve exposure to compounds not safe for pregnancy.

The Company will not require you to accept any accommodation without engaging in the interactive process to accurately understand your limitations and explore potential accommodations. The Restaurant is not required to make your specific

requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on the Restaurant.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact your manager and/or HR.

The Company will comply with state or local laws that provide additional protections beyond the PWFA

The Company will not retaliate against employees who request or receive an accommodation under this policy.

Accommodations for Nursing Mothers

Consistent with all applicable federal, state and local laws, the Restaurant will provide reasonable lactation accommodations to employees who wish to express breast milk at work, unless doing so would impose an undue hardship on the Restaurant.

You may request lactation accommodation by contacting your manager or HR verbally, by email, or in writing. Upon receiving your request for accommodation, the Restaurant will engage in a cooperative dialogue to determine an appropriate accommodation. If you are nursing or expecting to nurse, it is your responsibility to provide advance to your immediate supervisor, manager or the Management Office of your intent to express breast milk in the workplace, preferably at least two (2) weeks prior to the need for such an accommodation, in order to give the Restaurant sufficient time to comply with applicable legal requirements.

The Restaurant will provide a final written determination regarding your request within five business days. During the time it takes to respond to a request and/or engage in a cooperative dialogue to determine the accommodation, the Restaurant will provide a temporary accommodation to you so that you can pump in a manner that meets your immediate needs, unless that poses an undue hardship for the Restaurant.

The Restaurant recognizes that your lactation accommodation needs may change over time. You may request changes to your existing lactation accommodation at any point.

Lactation Break Times

Lactation accommodation includes providing nursing mothers reasonable break time to express milk for their infant child each time the mother has the need to express milk for up to three years following the child's birth.

Break time may be unpaid where permissible by applicable law. The break time must, if possible, run concurrently with any break time already provided. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods.

You are encouraged to discuss the length and frequency of these breaks with your supervisor, manager.

Lactation Location

The Restaurant will provide a private room, other than a restroom, that will be designated as a lactation room for you to express breast milk. The Restaurant will ensure that the room is:

- Sanitary.
- Shielded from view and free from intrusion from coworkers and the public.
- Has access to electricity.
- Has a chair and a surface on which to place a breast pump and other personal items.
- Has nearby access to running water and a refrigerator suitable for breast milk storage.

If the Restaurant is unable to meet one or more of the above requirements, the Company will engage in a cooperative dialogue with you to determine an alternative accommodation that meets your needs.

When more than one person needs to use the room to express breast milk, the Company will discuss alternative options with all employees who use the shared space to determine an arrangement that addresses their needs. Options may include:

- Finding an alternative space;
- Sharing the space among multiple users with screens, curtains, or other privacy measures; or
- Creating a schedule for use.

Lactating employees who need the room for pumping will be given priority use of the room and their pumping needs will determine the availability of the room for other purposes.

The Restaurant will ensure that the room can be locked from the inside to prevent intrusion.

The Company will notify other employees that the room will be prioritized as a lactation room and may only be used for expressing breast milk when lactating employees need the space. Proper signage will be posted to ensure the room is free from intrusion, and the space will be shielded from view of others while being used as a lactation room.

If, for some reason, the room is unavailable for use as a lactation room when you need it, the Restaurant will provide an alternative space for temporary use as a lactation room.

Even if the room is available, you may use your usual workspace as long as it does not create an undue hardship for the Restaurant.

Milk Storage

You may request and be provided with reasonable access to a refrigerator suitable for breast milk storage. Please speak with your supervisor, manager or the Management Office if you require such an arrangement for a refrigerator to store breast milk. You will be required to sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator, store all expressed milk in closed containers, and – regardless of the method of storage – bring such milk home with you each evening.

Disability Accommodations

Our Company complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws. We are committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. This may include providing reasonable accommodation where appropriate in order for otherwise qualified individuals to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

The Company will not discriminate or retaliate against employees for requesting an accommodation. We encourage individuals with disabilities to come forward and identify any reasonable accommodations that may be necessary to effectuate performance of essential job functions. However, the Company is not required to make the specific accommodation requested by you and may provide alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If you require reasonable accommodation due to your disability, notify your manager and/or the HR. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.
- We may also request from you a health care provider's statement documenting the need for the requested accommodation and other pertinent information.

The Company will not seek genetic information in connection with requests for accommodation. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

After receiving your request, the Company will engage in an interactive process and cooperative dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Once the cooperative dialogue is complete, the Company will provide the employee with a written determination that identifies whether the accommodation will be granted or denied and states the reasons for the decision.

Reasonable accommodation may be, depending on all the circumstances, modification or adjustment to the work environment, the way things are usually done, or to remove non-essential functions of the position, that enables an employee with a disability to perform the essential functions of the job, and to enjoy equal benefits and privileges of employment.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Accommodations for Victims of Domestic Violence, Sex Offenses or Stalking

The Restaurant will provide reasonable accommodations to employees who are victims of domestic violence, sexual abuse, sex offenses or stalking, provided that such accommodation would not cause an undue hardship on the Restaurant.

A victim of domestic violence (including sexual abuse, sex offenses or stalking) is any person who is older than 16, married, or is a parent accompanied by a minor child in a situation where the individual or minor child is the victim of an act committed by a family or household member in violation of New York penal law. The act must have resulted in actual physical or emotional injury or created a substantial risk of physical or emotional harm to the person or their child.

Accommodations include reasonable time off to:

- Seek medical attention for injuries caused by domestic violence, including for a child who is the victim of domestic violence;
- Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence;
- Obtain psychological counseling related to an incident or incidents of domestic violence, including for a child who is the victim of domestic violence;
- Participate in safety planning or other action taken to increase safety from future incidents of domestic violence (e.g., temporary or permanent relocation); or
- Obtain legal services, assist in the prosecution of an offense, or appear in court related to an incident of domestic violence.

Notice

If you require such an accommodation for the above reasons, you should contact your manager and/or HR so that an interactive process and cooperative dialogue may be initiated. The Restaurant will provide the employee with a written determination that identifies whether the accommodation will be granted or denied and states the reasons for the decision.

You must provide reasonable advance notice of your intention to take time off, unless advanced notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

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

Compensation

The time off may be charged against any paid time off to which you are entitled. If you have no available paid time off, the time off may be treated as unpaid time.

Confidentiality

The Restaurant will maintain the confidentiality of any information regarding your status as a victim of domestic violence, except as required by federal or state law or as necessary to protect your safety in the workplace.

Retaliation

The Restaurant will not retaliate against a victim of domestic violence for requesting or obtaining reasonable accommodation in accordance with this policy.

Yearly Non-Harassment Training Session

The Restaurant will host a mandatory Non-Harassment Training Session one (1) time each year, during the summer season, and will give employees as much advance notice as is feasible. You are required to attend an annual mandatory one (1) hour Non-Harassment Training Session in its entirety and in-person one (1) time each year you are employed by The Restaurant. No employee will be an exception to this mandate.

In the case you are unable to attend the training session at the designated time and location, you are responsible for giving advance notice to and communicating with your manager and/or the HR to make alternative arrangements. The alternative arrangements may include attending a training session in-person at a different time and/or location hosted by the Company, attending via virtual means a training session hosted by The Company or attending in-person a training session hosted by an outside organization. In the situation you attend an outside training session, you will be asked to provide proof of attendance issued and certified by the outside organization, which may come in the form of a certificate. The Company will ask for and record your signature as proof of attendance. The one (1) hour time of your attendance at a Company hosted session will be compensated at your regular rate of pay or the applicable minimum wage.

No Harassment or Discrimination Policy

Our Company has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment and discrimination based on an individual's membership in a protected class. All forms of harassment of, or by, employees, non-employees, visitors, customers, and clients are strictly prohibited and will not be tolerated. This policy applies to all employees and non-employees of the Company, including management, interns, contractors, subcontractors, vendors, consultants, temporary employees, persons providing equipment repair, cleaning services, or anyone providing services at the Company.

Height and Weight Anti-Discrimination

The Company prohibits falsely representing that any employment position is not available, refusing to hire or employ applicants, barring or discharging applicants or employees from employment, or discriminating against employees in their compensation, or their terms, conditions, or privileges of employment on the basis of their height or weight. This includes declaring, printing, or circulating any statement, advertisement, publication, job application, or inquiry in connection with prospective employment that directly or indirectly expresses a limitation based on an individual's height or weight.

This law does not apply when the action taken is:

- Required by federal, state, or local law or regulation;
- Permitted by regulation adopted by the NYC Commission on Human Rights identifying particular jobs for which:
 - A person's height and weight could prevent them from performing essential job requirements; and
 - The commission has not found alternative action that would reasonably allow persons who do not meet the height or weight criteria to perform the essential requisites of the job.
- Permitted by regulation adopted by the NYC Commission on Human Rights identifying particular jobs in which consideration of height or weight criteria is reasonably necessary for the execution of the normal operations of such covered entity.

Regardless of whether the above exception applies, this law states that it shall be an affirmative defense that:

- A person's height or weight prevents them from performing the essential functions of the job, and there are no alternative actions that could be reasonably taken to allow the person to perform these essential job functions; and
- The decision based on height or weight criteria is reasonably necessary for the normal operation of the covered entity.

Reporting Discrimination and Harassment

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the Restaurant strongly urges the prompt reporting of all incidents, regardless of the offender's identity or position, even if the offender is not employed by the Restaurant (for example, a customer or vendor), so that rapid and constructive action can be taken.

If you feel you have experienced, witnessed, or become aware of conduct that may constitute discrimination, harassment, sexual harassment, retaliation, or is otherwise contrary to the No Harassment and Discrimination Policy, we encourage you to report your concerns to one or more of the following:

- Betty Yang: 212-228-3030, ext 104 and/or email payroll@tic-nyc.com (Attn: HR)
- Shuji Yagi: 212-228-3030, ext 111
- Your manager

- Your supervisor (if applicable)

The Company will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, the Restaurant will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to ensure the inappropriate behavior has stopped.

No Sexual Harassment and Discrimination Policy

This policy is one component of the Company's commitment to a harassment-free and discrimination-free work environment. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. After reading this policy, employees will learn their right to a harassment-free workplace, what harassment and discrimination look like, what actions they can take to prevent and report harassment, how they are protected from retaliation after taking action, and the investigation process into any claims of harassment.

TIC Restaurant Group is committed to providing a workplace free from sexual harassment, a form of discrimination that subjects an employee to inferior conditions of employment on the basis of their perceived gender, gender identity, gender expression, and/or sexual orientation. A sexually harassing hostile work environment consists not only of harassment that is sexually suggestive (sexual advances, requests for sexual favors, etc.) but also of unwelcome misconduct that undermines an individual's actual or perceived sex or gender (offensive remarks, stereotyping, etc.).

All employees, managers and supervisors are required to work in a manner that prevents sexual harassment and exercise good judgment in avoiding conduct that may be perceived by others as harassment or discrimination. Sexual harassment and discrimination are violations against Company policies, as well as federal, state, and local law.

Defining Sexual Harassment

Sexual harassment is often referred to as simply a form of gender-based discrimination, but the Company recognizes that discrimination can be related to or affected by other identities beyond gender (see Equal Employment Opportunity Policy). Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace.

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

While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same.

What is Sexual Harassment?

Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences.

Sexual harassment is a form of discrimination on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination, including gender role stereotyping and treating employees differently because of their gender. It can occur between any individuals, regardless of their sex or gender.

Generally, any behavior in which an employee or covered individual is treated worse because of their perceived or actual gender, sexual orientation, or gender expression is considered a violation of our Company's policies. The intent of the behavior, for example, making a joke for entertainment purposes, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any misconduct that is directed at an individual because of that individual's gender identity or expression (perceived or actual), of a sexual nature, causes discomfort or humiliation, or undermines the integrity of the employment relationship when:

- such behavior has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- submission to such behavior is made explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of such behavior is used as the basis for decisions affecting an individual's employment. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two (2) main types of sexual harassment:

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

Although it is not possible to identify every act that constitutes sexual harassment, the following examples describe some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. This list should not be considered exhaustive. Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it.

- **Unwanted sexual advances**, requests, comments, or propositions:
 - Requests for sexual favors accompanied by implied or overt threats concerning the recipient's job performance evaluation, a promotion, or other job benefits or detriments (including sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship);
 - Offers of employment benefits such as favorable reviews/evaluations, assignments, shifts, promotions, promises of employment, privileges of continued employment or any other employment terms or conditions in exchange for sexual favors, also called "quid pro quo" harassment;
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated insistence for dates or romantic gestures, including gift-giving, when the recipient is not interested and has declined previous offers.
- **Physical acts of a sexual nature**:
 - Inappropriate invasion of an employee or covered individual's personal space;
 - Unwanted physical contact, such as touching, pinching, patting, grabbing, kissing, hugging, massaging, caressing, brushing against or poking another employee's body, hair or clothing; or
 - Violence of a sexual nature, such as rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (contact local law enforcement if you wish to pursue criminal charges).
- **Hostile actions** because of the employee or covered individual's sex, sexual orientation, gender identity, or gender expression:
 - Interfering with, destroying, or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or

- Creating different expectations for individuals based on their perceived identities, such as dress codes that place more emphasis on women's attire, or leaving parents/caregivers out of meetings.
- **Sexual displays** or discriminatory publications that are:
 - Sexually suggestive, demeaning, derogatory, explicit or pornographic including, but not limited to, images, pictures, posters, calendars, cartoons or drawings, graffiti, objects, promotional material, reading materials, graphic commentaries, or other materials;
 - Accessed, displayed or distributed anywhere in the workplace, including on computers or cell phones while in the workplace. This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting; and
 - Downloaded, shown, shared or electronically circulated from or via the internet on workplace or personal devices.
- **Sex stereotyping**, occurring when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- **Sexually oriented expressions**, including, but not limited to:
 - Gestures, noises, remarks, jokes, slurs, innuendos, epithets, questions and/or comments about a person's sexuality, sexual experience, or romantic history that create a hostile work environment;
 - Probing an individual's sexual experiences or preferences;
 - Engaging in conversation about your own or another individual's sex life;
 - Sending inappropriate adult-themed texts, emails, other communications, or gifts.
 - Leering in a sexually-suggestive manner;
 - Making suggestive sexual sounds.
- **Virtual**: Sexual harassment is not limited to interactions in person. Engaging in any of the above misconduct over virtual platforms – including via email, instant or text messaging apps, and social media platforms such as Facebook, Twitter, Instagram, Snapchat, LinkedIn, and so on, using Company or personal devices (cellphones, tablets, laptops, computers, etc.) create a similarly hostile work environment and are prohibited.

Who Can Be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York law protects employees and all covered individuals described earlier in the policy. Harassers can be anyone in the workplace. A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be a harasser, including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

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

- Placing different demands or expectations on Black female employees than white female employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel retraumatized by someone's behaviors in the workplace.

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

Where Can Sexual Harassment Occur?

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

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

Policy

APPLICATION. This policy applies to and covers all employees, applicants for employment, interns (paid or unpaid), and non-employees. Non-employees include anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services pursuant to a contract with the Company. For the remainder of this policy, we will use the term **covered individual** to refer to these individuals who are not direct employees of the Restaurant.

All employees and covered individuals must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the Company's shared network.

SEXUAL HARASSMENT IS PROHIBITED. Sexual harassment is a form of misconduct and will not be tolerated. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.

RETALIATION IS PROHIBITED. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of the Company who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform their supervisor, manager, or HR. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained in the "Legal Protections" section below.

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

REPORTING HARASSMENT. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. Employees who prefer not to report harassment to their supervisor, manager, or the Company may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

- To report an incident, reach out to your supervisor or manager, or contact HR at the Management Office by phone at 212-228-3030 ext. 104 for Betty Yang or ext. 111 for Shuji Yagi, or by emailing payroll@tic-nyc.com (Attn: HR or Betty). You may also fill out the complaint form attached to the end of this handbook and submit it to your manager or HR in person or via the same email address.

REPORTING FOR MANAGERS AND SUPERVISORS. Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of, to Management.

- To report an incident, contact us at the office: 212-228-3030, ext. 104 for Betty Yang or ext. 111 for Shuji Yagi: ext 111, or email payroll@tic-nyc.com (Attn: HR or Betty).

INVESTIGATION. The Restaurant will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when management otherwise knows of possible discrimination or sexual harassment occurring. The Restaurant will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, the Restaurant will take corrective action as required. In addition to any required discipline, the Restaurant will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.

Reporting Sexual Harassment

You have the right to a workplace free from sexual harassment, but everyone must work toward preventing sexual harassment. Anyone who is subjected to, witnesses, or becomes aware of potential instances of sexual harassment are encouraged to report harassing or discriminatory behavior to their supervisor, manager, or HR.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the Company strongly urges the prompt reporting of all incidents, regardless of the offender's identity or position, even if the offender is not employed at the Company (for example, a customer or vendor), so that rapid and constructive action can be taken.

Leadership matters. Supervisors and managers have an additional responsibility to make sure employees feel safe at work, that workplaces are free from harassment and discrimination, and appropriate measures are taken to prevent and in response to such incidents.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is available from Management or HR, and your supervisor or manager can help you complete it. If you are reporting sexual harassment on behalf of someone else, you may use the complaint form and should note that it is on another's behalf. Verbal reports, such as in-person or via phone call to the Management Office at 212-228-3030, or other written methods, such as an email to payroll@tic-nyc.com (Attn: HR) on behalf of oneself or another is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained in the "Alternative Reporting, Legal Protections and External Remedies" section below.

Supervisory Responsibilities

Managers, supervisors and other employees with supervisory and/or managerial authority within the Company have a responsibility to prevent sexual harassment and discrimination. No one with a supervisory or managerial role may at any time: (1) threaten or imply that an individual's submission to or rejection of a sexual advance will in any way influence any decision regarding their employment, performance evaluation, advancement, compensation, assignments, discipline, discharge, or any other term or condition of employment; or (2) make any employment decision concerning an individual on such basis.

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

- in-person,
- by phone call 212-228-3030 ext 104 (Betty) or ext 111 (Shuji Yagi),
- or email payroll@tic-nyc.com (Attn: Betty).

Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act. Supervisors and managers who engage in sexually harassing or discriminatory behavior themselves will be subject to disciplinary action up to and including termination. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it. Supervisors and managers will also be subject to discipline for engaging in any retaliation.

While supervisors and managers have a responsibility to report harassment and discrimination, they must be mindful of the impact that harassment and a subsequent investigation have on victims. Being identified as a possible victim of

harassment and questioned about harassment and discrimination can be intimidating, uncomfortable, and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager who is a bystander to harassment is required to report it. There are five (5) standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

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

Though not exhaustive, and dependent on the circumstances, these guidelines can serve as a brief guide on how to react when witnessing harassment in the workplace.

Investigations of Harassment, Sexual Harassment, and Discrimination

All complaints and allegations of discrimination, harassment, sexual harassment or retaliation, whether that information was reported in verbal or written form, will be investigated. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers, deserve a fair and impartial investigation.

An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The Company recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an individual. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating. While every effort will be made to investigate in a manner designed to protect the privacy of the persons involved, in order to conduct a thorough investigation, confidentiality can only be maintained to the extent consistent with adequate investigation and appropriate corrective action. Identities and facts of the investigation will be kept confidential to the extent possible and shared only on a strict need-to-know basis necessary for resolution.

All persons perceived to be involved, including complainant(s), victims, witnesses, and alleged harassers, will be required to cooperate as needed in an investigation of suspected sexual harassment. It is also the duty of all Company employees to cooperate and provide information during an investigation. Refusal to cooperate and disrupting the process will result in discipline, up to and including termination from employment.

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

- Conduct a prompt review of the allegations, assess the appropriate scope of the investigation
- Take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate.
 - If the complaint is verbal, we may request that the individual(s) complete the complaint form in writing. If the person reporting prefers not to fill out the form, Management will prepare a complaint form or equivalent documentation based on the verbal reporting;
- Take steps to obtain, review, and preserve records sufficient to assess the allegations, to the extent possible. Management will consider and implement appropriate document requests, reviews, and preservation measures for relevant documents, emails, or phone records, including electronic communications
- Seek to interview all parties involved, including the accuser, the accused, and any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo, or email), which contains the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;

- A timeline of events;
- A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
- The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location;
- Take corrective action, as appropriate.
- Promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
- Inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Harassment and discrimination, including sexual harassment, is considered a violation of Company policy, as well as federal, state and local law. If, after investigation, it is determined that discrimination, harassment or other inappropriate misconduct has occurred, appropriate corrective action will be taken to remedy the problem. Such action(s) may include, for example, training, referral to counseling, and/or disciplinary action such as a warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or termination, as the Company deems to be appropriate under the circumstances, ensuring a safe and respectful working environment for all parties, in its discretion and in accordance with the law.

In addition, disciplinary action, up to and including termination from employment, will be taken where it is determined that a manager or other supervisory personnel either engaged in conduct prohibited by this policy, failed to report violations of this policy, or employee complaints of workplace discrimination or harassment to the Company, or allowed such behavior to continue. If the offending person(s) is not an employee, prompt and remedial action will be taken as is appropriate under the circumstances.

As necessary, the Company may monitor any incident of harassment or discrimination to ensure the inappropriate behavior has stopped.

The Company will also take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

Retaliation

Retaliation is unlawful and may subject the Company to separate civil penalties. We regard retaliation is regarded as a very serious violation of this policy and should be reported immediately.

For this policy, retaliation or retaliatory personnel action includes discharging, suspending, demoting, or otherwise penalizing employees for: making or threatening to make a complaint to the Company, a coworker, or a public body, that rights guaranteed under this policy have been violated; causing to be instituted any proceeding under or related to this policy; or providing information to or testifying before any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by the Company.

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

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

- Demoting, terminating, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama";
- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

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

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving harassment, sexual harassment or discrimination under the Human Rights Law or any other antidiscrimination law;
- Opposed harassment, sexual harassment or other discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged another employee to report harassment.

Disciplinary actions for retaliation may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

False Allegations

Our Company takes our policies against discrimination, harassment, sexual harassment, and retaliation very seriously. You are expected to report instances of discrimination/harassment truthfully and responsibly. Any employee who makes a knowingly false accusation of having experienced or witnessed discrimination or harassment will be subject to disciplinary action, up to and including termination of employment.

Alternative Reporting, Legal Protections and External Remedies

Discrimination, harassment and sexual harassment is not only prohibited as according to our Company policy, but it is also prohibited by state, federal, and, where applicable, local law.

The Company encourages employees to report incidents of discrimination and harassment internally, as stated in the previous section(s). However, in addition to utilizing the internal complaint procedure(s), individuals who believe they have been subjected to discrimination or harassment in the workplace may also choose to pursue a private civil action or seek relief by either:

- Filing a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) for violation of federal antidiscrimination laws, including Title VII of the Civil Rights Act of 1964 (Title VII).
- Filing a complaint alleging violation of the New York State Human Rights Law with the Division of Human Rights (NYSDHR), or in the New York State Supreme Court; or
- Filing a complaint alleging violation of the New York City Human Rights Law with the New York City Commission on Human Rights (NYCCHR), or in the New York State Court

While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

Employees may file a lawsuit for unlawful discrimination and harassment in federal or state court.

To file a complaint, contact the appropriate agency below:

Equal Employment Opportunity Commission (EEOC)

800-669-4000

TTY: 800-669-6820

info@eeoc.gov

www.eeoc.gov

The United States Equal Employment Opportunity Commission (EEOC) enforces federal antidiscrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e et seq. An individual can file a complaint with the EEOC anytime within three-hundred (300) days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file

a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement, or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

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

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

New York State Division of Human Rights (NYSDHR or DHR)

One Fordham Plaza, Fourth Floor, Bronx, New York, NY 10458

718-741-8400

1-800-HARASS-3 (1-800-427-2773): Toll-free, confidential hotline for complaints of workplace sexual harassment

www.dhr.ny.gov

The New York State Human Rights Law, N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in the New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time within three (3) years of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a Human Rights Law complaint in state court.

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

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

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

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

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR, as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

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

New York City Commission on Human Rights (NYCCHR or CCHR)

Law Enforcement Bureau

22 Reade Street, 1st Floor, New York, NY 10007

(212) 306-7450 or call 311

www.nyc.gov/humanrights

www.nyc.gov/html/cchr/html/home/home.shtml

Local jurisdictions may have additional protections against discrimination and harassment. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights.

You can file your complaint with the CCHR or in state court within three years of the act. The CCHR can assess civil penalties of up to \$250,000 in the case of a willful violation, as well as emotional distress damages and other remedies to the victim, can require the violator to undergo training, and can mandate other remedies such as community service.

Under the NYCHRL, courts may award back pay, front pay, compensatory and punitive damages, and attorney's fees, expert fees, and costs.

Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Other Localities

Other localities may also enforce their own laws protecting individuals from sexual harassment and discrimination. Contact the county, city, or town in which you live to find out if such a law exists.

Local Police Department

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

In any civil action alleging a violation of the laws prohibiting sexual harassment and discrimination, a court may order or award:

- Damages including but not limited to back pay, benefits, and reasonable attorneys' fees and costs;
- Injunctive relief;
- Reinstatement; and/or
- Liquidated damages equal to 100 percent of the award for damages.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age, race (including traits historically associated with race, which include, but are not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, creed, religion, national origin, ancestry, gender/sex, sexual orientation, gender identity, expression or presentation (including cisgender/transgender, non-binary or intersex status), pregnancy (including childbirth, lactation and related medical conditions), sexual or reproductive health decisions (including, but not limited to, the decision to use or access a particular drug, device or medical service), familial status, marital status, partnership status, caregiver status, alienage, immigration or citizenship status (unless required by law), genetic information (including genetic characteristics), unemployment status, mental or physical disability, military or veteran status, status as a victim of domestic violence, predisposition or carrier status, HIV/AIDS status, stalking and sex offenses, arrest or conviction record, credit history, salary history, or membership in any other protected class under federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Conclusion

Company policies, such as No Harassment or Discrimination and No Sexual Harassment Policy, outlined above are aimed at providing all employees and covered individuals an understanding of their rights to a discrimination- and harassment-free workplace. Everyone should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected

classes, including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, predisposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

Complaint Form

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment. You will not be retaliated against for filing a complaint. If you believe that you have been subjected to sexual harassment or gender discrimination, you are encouraged, but not required, to complete this form and submit it to:

- your manager or supervisor
- Management Office: 212-228-3030
 - Betty Yang: ext 104
 - Shuji Yagi: ext 111
- or email payroll@tic-nyc.com (Attn: HR)

If you are more comfortable reporting verbally or in another manner, your supervisor, manager or HR will complete this form, provide you with a copy, and follow its sexual harassment prevention policy by investigating the claims as outlined in the No Harassment or Discrimination policy in the handbook.

Please contact the Management Office, your supervisor or manager, the President, or HR for a copy of the Form. It is also attached to this Handbook. It is also available at www.tic-nyc.com/tichbook.

Recibo del Manual del Empleado y Declaración de Empleo a Voluntad

Reconozco haber recibido una copia del Manual de Empleado de Decibel (el "Restaurante") fechado Enero 1, 2024 (el "Manual"). Entiendo que el Manual contiene información sobre las políticas y prácticas de empleo del Restaurante, incluyendo una política actualizada de No Discriminación/Acoso, y que las políticas contenidas en el Manual reemplazan todas las políticas anteriores del Restaurante. Acepto leer y cumplir con el Manual.

Entiendo que las políticas del Manual pueden requerir cambios de vez en cuando. Entiendo que el Restaurante reserva el derecho de tomar decisiones sobre cuestiones laborales como sean necesarias para poder llevar a cabo su trabajo de una manera que sea beneficiosa para los empleados y el Restaurante, y que el Restaurante reserva el derecho de revisar, eliminar y añadir a las disposiciones de este Manual del Empleado en cualquier momento sin aviso previo.

Entiendo que, con la única excepción siendo el Programa de Arbitraje del Restaurante, este Manual del Empleado no está hecho con la intención de crear obligaciones contractuales con respecto a cualquier asunto que cubra y que nada contenido en el Manual del Empleado crea un contrato que garantiza que yo seré empleado durante un período de tiempo específico.

RECONOZCO QUE MI EMPLEO CON EL RESTAURANTE ES A VOLUNTAD. ESTO SIGNIFICA QUE EL RESTAURANTE PUEDE O YO PUEDO TERMINAR LA RELACION DE EMPLEO EN CUALQUIER MOMENTO, POR CUALQUIER RAZON, CON O SIN CAUSA O AVISO. NADA EN ESTE MANUAL DEL EMPLEADO O EN CUALQUIER DOCUMENTO O DECLARACION, ESCRITO U ORAL, LIMITA EL DERECHO A TERMINAR EL EMPLEO A VOLUNTAD. NINGUN OFICIAL, EMPLEADO, O REPRESENTANTE DEL RESTAURANTE ESTA AUTORIZADO A ENTRAR EN UN ACUERDO —EXPRESO O IMPLICITO— CONMIGO O CUALQUIER EMPLEADO POR EL EMPLEO POR UN PERIODO DE TIEMPO ESPECIFICADO. CUALQUIER ACUERDO DE EMPLEO POR UN PERIODO ESPECIFICADO DE TIEMPO SERA POR ESCRITO Y FIRMADO POR EL DIRECTOR EJECUTIVO.

Si tengo preguntas con respecto al contenido o la interpretación de este Manual del Empleado, le preguntaré a mi supervisor o a un miembro de la gerencia.

Aceptado y acordado:

Imprimir Nombre

Firma

Fecha

HARASSMENT AND DISCRIMINATION COMPLAINT FORM
(FORMULARIO DE QUEJA DE ACOSO Y DISCRIMINACIÓN)

Tokyo Mama, Inc. d/b/a Decibel (the “Company”) takes allegations of harassment, including sexual harassment, and discrimination very seriously. If you believe that you have been subjected to harassment or discrimination, you are encouraged to complete this form and submit it to the Human Resources Department of the Company by email to payroll@tic-nyc.com. You will not be retaliated against for filing a complaint.

(Tokyo Mama, Inc. d/b/a Decibel (la “Compañía”) toma muy en serio alegaciones de acoso, incluso acoso sexual, y discriminación. Si usted piensa que ha sido el sujeto de acoso o discriminación, se le alienta a completar este formulario y someterlo al Departamento de Recursos Humanos de la Compañía por email a payroll@tic-nyc.com. No se tomará represalias en contra suya por someter esta queja.)

If you are more comfortable reporting orally or in another manner, you can complete this form with your supervisor or another manager, who will provide you with a copy and follow our harassment and discrimination prevention policy by investigating the claims as promptly as possible.

(Si se siente más cómodo/a reportando oralmente o de otra manera, puede completar este formulario con su supervisor u otro gerente, el cuál le dará una copia y seguirá nuestra política de prevención de acoso y discriminación al investigar los reclamos lo más pronto posible.)

COMPLAINANT INFORMATION (Información del Reclamante)

Name (*nombre*):

Work Address (*dirección de trabajo*):

Work Phone (*teléfono de trabajo*):

Job Title (*puesto laboral*):

Email (*correspondencia electrónica*):

Select Preferred Communication Method:
(*seleccione el método de comunicación deseado:*)

- Email (*correspondencia electrónica*)
 Telephone (*teléfono*)
 In person (*en persona*)

SUPERVISORY INFORMATION (Información de supervisor)

Immediate Supervisor’s Name (*nombre de supervisor directo*):

Title (*cargo*):

Work Phone (*teléfono de trabajo*):

Work Address (*direccion de trabajo*):

HARASSMENT AND DISCRIMINATION COMPLAINT FORM
(FORMULARIO DE QUEJA DE ACOSO Y DISCRIMINACIÓN)

COMPLAINT INFORMATION (*Información de Queja*)

1. Your complaint of Harassment and Discrimination is made about:
(*Su queja de Acoso y Discriminación está hecha acerca de:*)

Name (*nombre*):

Title (*título*):

Work Address (*direccion de trabajo*): Work Phone (*teléfono de trabajo*):

Relationship to you:
(*relación con usted:*)

- Supervisor (*supervisor*)
 Subordinate (*subordinado/a*)
 Co-worker (*compañero/a de trabajo*)
 Other (*Otro*)

2. Describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

(*Describe lo que sucedió y la manera de la cuál afecta a usted y a su trabajo. Por favor use hojas adicionales si las son necesarias y adjunte documentos o evidencia relevante.*)

3. Date(s) harassment and/or discrimination occurred:
(*Fecha(s) en que el acoso y/o discriminación ocurrió:*)

Is the harassment and/or
discrimination continuing?:

- Yes (*sí*)
 No (*no*)

(*¿El acoso y/o la discriminación continúa?*)

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

(*Por favor escribe una lista de los nombres e información de contacto de testigos o individuos que puedan tener información relacionada a su queja:*)

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The last question is optional but may help the investigation.
(La última pregunta es opcional pero puede ayudar a la investigación.)

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?
(¿Usted anteriormente se quejó o sometió información (por escrito u oralmente) acerca de incidentes relacionados? Si es así, ¿cuándo y con quién se quejó o sometió información?)

If you have retained legal counsel and would like us to work with them, please provide their contact information.

(Si usted ha contratado a un abogado y le gustaría que trabajemos con él o ella, por favor anote su información de contacto.)

Signature (firma): _____ Date (fecha): _____

Employee acknowledges that the Company takes all allegations and instances of harassment and discrimination very seriously. Employee represents that all facts stated in this complaint are, to employee's best knowledge and recollection, true and accurate and submitted in good faith in compliance with the policies of the Company.

(El empleado reconoce que la Compañía toma muy en serio toda alegación e instancia de acoso y discriminación. El empleado representa que todos los datos sometidos en esta queja son, a la mejor sabiduría y memoria del empleado, verídicos y ciertos y sometidos en buena fé para cumplir con las políticas de la Compañía.)