

**2026**

U.S. CORE EMPLOYEE HANDBOOK



## **PURPOSE OF THIS EMPLOYEE HANDBOOK**

This Employee Handbook, including any applicable state supplement (collectively, the “Employee Handbook”), contains information about the employment policies and practices of Oak View Group (OVG). These policies reflect the OVG’s values and vision, and we expect each employee to read this Employee Handbook carefully as it is a valuable reference for understanding your job and Oak View Group.

This Employee Handbook covers all employees working for Oak View Group, including OVG360 and OVG-affiliated companies, based in the U.S. The wording in this Handbook uses the terms “Oak View Group” “OVG,” “the Employer,” and “the Company” interchangeably. Nonetheless, employees only are employed by the entity listed on their paycheck.

This Employee Handbook supersedes all previously issued Employee Handbooks by Oak View Group and any of its affiliated companies. Except for the policy of at-will employment which may only be modified as set forth below, Oak View Group reserves the right to revise, delete, add to, and/or modify its interpretation of the provisions of this Employee Handbook as well as any other guidelines, policies, practices, working conditions, or benefits, at any time, to the maximum extent permitted by applicable law. All such revisions, deletions, or additions to this Employee Handbook must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

**NEITHER THIS HANDBOOK NOR ANY OTHER COMPANY GUIDELINES, POLICIES, OR PRACTICES CREATES AN EMPLOYMENT CONTRACT, BARGAIN, OR AGREEMENT OR CONFERS ANY CONTRACTUAL RIGHTS WHATSOEVER. UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, EMPLOYMENT WITH THE COMPANY IS AT-WILL, AND EITHER THE EMPLOYEE OR THE COMPANY MAY TERMINATE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, REASON, OR NOTICE. NO REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO PROVIDE ANY EMPLOYEE, INDIVIDUALLY OR ON A COLLECTIVE BASIS, WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING THE TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING AND SIGNED BY THE CEO OF THE COMPANY OR THEIR AUTHORIZED REPRESENTATIVE.**

Not all of the company’s policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Employee Handbook or any other policy or procedure, please ask your supervisor, your local or regional Human Resources Business Partner or representative, a member of the Corporate Oak View Group People and Culture Department, or another designated member of management.

Nothing in this Employee Handbook or in any other document or policy is intended to violate any local, state, or federal law. Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment. Furthermore, nothing in this Employee Handbook prohibits an employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

This Handbook may apply to employees working in a state with greater or different rights. Employees will receive a state-specific supplement that provides information and policies applicable to employees working in that state. Oak View Group complies with applicable state and local laws. Contact the People and Culture Department directly if you require more information about the applicability of any local or state law.

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## ABOUT OAK VIEW GROUP

Oak View Group (OVG) is the global leader in live experience venue development, management, premium hospitality services, and 360-degree solutions for a collection of world-class owned venues and a client roster of arenas, convention centers, music festivals, performing arts centers, and cultural institutions.

Founded by Tim Leiweke and Irving Azoff in 2015, OVG is the leading developer of major new venues either open or under development across three continents.

## CORPORATE OFFICES

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*Chief Financial Officer*

### ANN JACKSON

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*Chief Business Officer*

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*President, Global Venue Development & Special Projects*

### DAN GRIFFIS

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### JAY VOELKER

*President, Crown Properties Collection*

### GREG O'DELL

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### JOSH PELL

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### KRISTINA HENEY

*Executive Vice President Marketing, Media & Conferences*

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*Senior Vice President & General Counsel, Global Venue & Business Development*

# OUR PEOPLE AND CULTURE

## Message from Chief People and Culture Officer Ann Jackson

The meteoric rise of OVG has led our company to be recognized as an industry leader and a positive disruptor to business as usual. Our trajectory is based on two simple core things: **People and Culture**. The formula is straightforward: hire the best people, treat them well, and build a workplace culture based on mutual respect, integrity, a passion for doing what we love. . . and having fun! That's it. To us, it is that simple.



A big part of our success is the ability of our people to build trusted relationships - with one another, with partners and promoters, with clients, vendors, municipalities, and communities. But authentic connections don't happen overnight. They are built over time, on the foundation of every decision we make, every expectation we set, and every action we take. Everything we do, big or small, has a lasting impact on our reputation.

We know that sometimes, doing the right thing is hard and often scary. When faced with these obstacles and difficult situations, we must rely on our OVG north star - our mission and core values, policies and procedures, and Code of Conduct. This Code of Conduct represents the company's expectations of what it means to act ethically, responsibly, and with integrity. It comes down to doing the right thing, doing it the right way, and treating people right along the way. We strive to do this every day and in everything we do.

Our approach to doing business unites and strengthens us. It allows us to consistently deliver value and respect, and continuously build trust year after year. Integrity beyond reproach is our commitment, our foundation, and our future. Use this handbook as your roadmap to an exciting journey ahead with OVG!

The people and culture of OVG are the most important assets of our company, which is why the department that is responsible for driving all of the human resources processes for OVG globally is aptly named "People and Culture." As YOUR Chief People and Culture Officer, I assure you that my leadership team and I are excited to welcome and support you as you embark on your new career journey with OVG!

All the best,

# PEOPLE ARE THE KEY TO OUR SUCCESS

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## MISSION

We are here to be the best: in everything we do, at every level, as a company and as individuals. We do that by cultivating a culture built on integrity and respect – with the goal of working together to drive ourselves and our businesses forward. We focus on being creative, innovative, and competitive while never wavering from our dedication to the highest operational standards and ethical principles.

Our mission is simple: To be a positive disruption to business as usual in the sports, live entertainment, and hospitality industries. Our purpose together is to create unforgettable experiences for millions of people around the world, to positively impact the communities in which we live and operate, to improve the condition of our planet, and support our people.

## Our Values

From our inception, our uncompromising commitment to integrity and respect has served as the cornerstone of how we do business. Our OVG core values are the foundation our business is built on; they will guide and dictate the course of our legacy. It is critical that our new team members understand, believe in, and commit to these principles. We have gathered these concepts into the OVG Code of Conduct which sets the standard for how we interact with one another respectfully and collaboratively, how we work together to develop and deliver exceptional outcomes on all levels, how we nurture and protect the value and reputation of OVG, and how we bring new and innovative thought processes to life to exceed the expectations of our clients and guests.

Below is an overview of our core values. For more detail, including examples of how we put these values into practice, please refer to Section 5 – *Conduct and Communication in the Workplace*.

## CORE VALUES

The following are the OVG core values – affirmed in the Code of Conduct - that guide how we do business.

### **WE TREAT EVERYONE WITH RESPECT AND ACT WITH INTEGRITY.**

We are committed to creating and supporting a culture of fairness, accountability, and inclusion: within our leadership and our workforce, with our clients and guests, with our suppliers and vendors, in our employment and service delivery initiatives, and within the communities we serve. We conduct business with honesty, professionalism, and uncompromising integrity. We follow the letter and spirit of the law, and we comply with all company policies and procedures. We act in the best interests of OVG and avoid conflicts of interest. We protect the company's assets and reputation. We are honest and transparent in our dealings with clients; we communicate clearly and, most importantly, we follow through on our promises.

### **WE HAVE AN ENTREPRENEURIAL SPIRIT.**

We are resourceful, inventive, driven and determined. We leverage our first-hand experience as builders to amplify success for our partners, our communities and our guests. We inspire our fellow team members and set the best example of authentic leadership inside and outside our company. We celebrate and reward excellence and achievement.

### **WE GIVE BACK TO OUR GLOBAL COMMUNITY.**

We are responsible global citizens, working hand in hand with our local neighbors and partners to protect our planet and uplift our people. We are committed to supporting value-aligned organizations that drive substantial positive change, and providing our teams opportunities to give back in meaningful ways.

As a company and as individuals we are committed to continuously improving, inspiring, and strengthening our communities. We demonstrate respect for people and the planet and ask all our teams and partners to consider the short and long-term impacts on the environment and the community when making business decisions. It is our collective responsibility to uphold the OVG global reputation by modeling socially responsible behavior every day.

# 10 Operating Principles

These operating principles are meant to give every OVG team member a clear understanding of how we do business and how we drive excellence within our operations. They guide our actions, keep us laser-focused on delivering the outcomes we promised to our clients, and remind us to consistently deliver superior client, guest, and employee experiences.

OVG employees drive operational excellence and achieve exceptional outcomes by:

## **SETTING THE HIGHEST BAR FOR EXCELLENCE AND ACHIEVEMENT**

- Clearly communicating mutual intentions, expectations, challenges, issues, and meaningful solutions. Working as a team with respect and trust for each other.
- Be honest, accountable and follow through with what you say.

## **DOING THE RIGHT THINGS RIGHT**

- Even if it means making tough choices or delivering tough messages.
- Being open to uncomfortable but necessary conversations.
- Be ready to make tough decisions, with your heart and your head.

## **PRIORITIZING RELATIONSHIPS**

- Actively listening and responding to our clients, vendors, guests, and employees
- Developing value-aligned partnerships.
- Executing flawlessly and exceeding client expectations by properly planning funding and staffing operations/projects.

## **BEING OPEN TO NEW IDEAS**

- Actively listening and responding to our clients, vendors, guests, employees, and other business partners and community stakeholders with insights and suggestions.
- Carefully analyze all ideas and viewpoints before making a decision.

## **MOVING FAST, SCALING, AND PLAYING TO WIN**

- Making it easy to work with us by being proactive, competent, and responsive.
- Conducting business with uncompromising integrity and professionalism.
- Thinking and acting as ONE OVG, understanding all areas of business priority and growth.

## **BEING AN ASSET TO OUR COMMUNITIES WORLDWIDE**

- Act in favor of supporting sustainability initiatives and protecting the planet's resources.
- Developing supported employment opportunities for at-risk or other segments of local communities that create more than living-wage potential.
- Think and act locally, ensuring our projects, campaigns, and buildings reflect the uniqueness of their community neighborhoods.

## **RESPECTING AND PROMOTING DIVERSITY**

- Promoting a challenging work environment that develops our diverse workforce, both internally and externally.
- Recognizing the unique value in individual talents and contributions.
- Ensuring that opportunities exist throughout the organization for all employees.

## **CONTINUOUSLY LEARNING AND IMPROVING**

- Setting aggressive and realistic goals – constantly challenging ourselves to exceed expectations and deliver above expectations. Actively listen to clients' changing needs, adapt to evolving business landscapes, and consistently deliver value to our partners.
- Assuming responsibility and accountability for my own action.
- Learning from our successes and from our mistakes, and always asking questions.

## **RECOGNIZING AND REWARDING ACCOMPLISHMENTS . . . AND HAVING FUN!**

- Supporting each other to succeed together, through accomplishing shared goals.

# Our Guest and Visitor Experience

The goal of OVG is to make the client/customer/visitor experience simple, consistent, and user-friendly. Our focus is on using the latest technology, digital enhancements, and other innovative ways to deliver amazing experiences and outcomes for our guests and clients. This superior care and attention to detail are what distinguish us as the best in class. In keeping with our commitment to operational excellence, we are relentless in creating new ways to continue to transform the customer experience. Always focusing on improving our infrastructure, reliability, resources, and training to ensure our teams can deliver on our promises.

OVG is a people-centric organization, externally and internally. Externally, we put the needs and expectations of our clients and guests at the center of every decision we make, by challenging the status quo and never being satisfied with “good enough.” And we apply that same approach to supporting and developing our teams. Focusing on our people *internally* ensures we can deliver on our commitments *externally* – this is key to creating a successful future together.

## Our Culture of Open Communication and Integrity

**Open Door Policy** When serious workplace concerns arise, the Open Door Policy allows an employee to raise the issue with another manager, such as a department head, a division general manager, or another manager right up to the Chief People and Culture Officer. If you are not comfortable using the “Open Door” to get answers to your questions or concerns, contact your designated Human Resources representative, who will assess the issue or concern and determine the next steps.

**Note:** In the following sections find additional established complaint reporting policies and procedures for egregious and/or unlawful violations such as harassment, discrimination, whistleblowing, integrity/ethical violations, etc. Your designated Human Resources Manager or Business Partner can provide guidance regarding your options in reporting a complaint. Employees may also utilize the Navex – EthicsPoint, our trusted compliance partner, via the web at [ovg.ethicspoint.com](http://ovg.ethicspoint.com) or phone (844)764-7259, for reporting concerns—in addition to utilizing any of the specific options for reporting complaints detailed in the following sections or as set forth above.

## SECTION 2:

# COMMITMENT TO DIVERSITY, EQUITY & INCLUSION

## RESPECT IN THE WORKPLACE

Oak View Group values and celebrates diversity in its workforce, as well as in its clients, guests, customers, vendors, talent/performers, players, suppliers, and community business partners. We are committed to ensuring that our long-standing diversity, equity, and inclusion initiatives are incorporated into all our workplace interactions, experiences, and business decisions.

OVG employees treat each other fairly. We value the diversity of our team and are focused on continuing to build an inclusive and equitable work environment where everyone has a sense of belonging. We work as a team with respect and trust for each other.

## EMPLOYEE RESOURCE GROUPS (ERGS)

To enhance our development opportunities and inclusive workforce culture, OVG offers Employee Resource Groups (ERGs), which are led by employees, with guidance from the Vice President of Diversity, Equity and Inclusion, and other executive champions.

ERGs are open to all employees and focus on workplace communication, development, and support; personal and professional development, mentoring, and providing volunteer support to OVG's local communities.

Employee Resource Groups (ERGs) welcome all OVG employees to participate, and include:

1. OVG Pride
2. OVG Women's Network
3. Hispanic Latin Alliance
4. Black Oaks Network
5. Asian Pacific Circle
6. Veterans Connect

Check the OVG Intranet TREEHOUSE for additional information on OVG's ERGs and the Company's other Diversity, Equity, and Inclusion programs, including interactive discussions, speaker-led presentations, monthly activities, and informative webinars.



## **EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY**

Oak View Group’s policy is to provide equal employment opportunities to, and not to discriminate against, all applicants and employees based on race, color, traits historically associated with race (such as hair texture, hair type and protective hairstyles), religion, creed, ethnicity, national origin, ancestry, citizenship or immigration status, age, sex or gender (including pregnancy, childbirth, related medical conditions and lactation), gender identity or expression (including transgender status), sexual orientation, reproductive health decisions, marital status, veteran status, membership in the uniformed services, disability, protected medical condition as defined by applicable state or local law, genetic information, or any other trait or status protected by applicable federal, state or local laws and ordinances (“protected characteristics”), which protections shall also cover the perception that an individual has a protected characteristic or associates with a person who has or is perceived as having a protected characteristic, to the extent required by law. Our commitment to equal-opportunity employment applies to all persons involved in our operations.

This policy of equal opportunity covers all aspects of the employment relationship, including recruitment, the application and hiring process, placement, corrective action, promotion and transfer, selection for training opportunities, compensation, termination and the application of service, retirement, and employee benefit plan policies, employee activities, access to facilities and programs, and general treatment during employment. Consistent with this policy, OVG is committed to making employment decisions based on merit, qualifications, business needs, and other job-related criteria without regard to an individual’s actual or perceived protected characteristic(s).

Any questions or concerns about equal employment opportunities in the workplace can be raised to Human Resources and/or through one of the channels identified in the Open Door Policy (which includes avenues for anonymous reporting). Reports of discrimination should be made in accordance with the Reporting Procedures set forth in the Discrimination, Harassment & Retaliation Prevention policy as well as any procedures set forth in any applicable state supplement. We will not allow any form of retaliation against employees who raise issues of equal employment opportunities in the workplace.

## **REASONABLE ACCOMMODATIONS & INTERACTIVE DIALOGUE POLICY**

OVG is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including but not limited to the Americans with Disabilities Act (“ADA”). To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested accommodation or for whom OVG has notice may require such an accommodation, without regard to any protected classifications, related to an individual’s: (i) disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment; (ii) sincerely held religious beliefs and practices; (iii) needs as a victim of domestic violence, sex offenses or stalking; (iv) needs related to pregnancy, childbirth or related medical conditions; and/or (v) any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Any individual who would like to request accommodation based on any of the reasons set forth above should contact their local or regional Human Resources representative or the OVG Benefits team. Employees can submit their accommodation requests in writing to [benefits@OakViewGroup.com](mailto:benefits@OakViewGroup.com). If an individual who has requested accommodation has not received an initial response within five (5) business days, the individual should contact the SVP, People and Culture Compliance officer.

After receiving a request for an accommodation or learning indirectly that an individual may require such accommodation, OVG will engage in an interactive dialogue with the individual. Even if an individual has not formally requested an accommodation, OVG may initiate an interactive dialogue under certain circumstances, such as when OVG has knowledge that an individual's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event OVG initiates an interactive dialogue with an individual, it should not be construed as OVG's belief an individual requires an accommodation but will serve as an invitation for the individual to share with OVG any information the individual desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, OVG will communicate openly and in good faith with the individual in a timely manner to determine whether and how OVG may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, OVG will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the individual. OVG is not required to provide the specific accommodation sought by an individual, provided the alternatives are reasonable and either meet the specific needs of the individual or specifically address the individual's limitations. As part of the interactive dialogue, OVG reserves the right to request supporting documentation, to the maximum extent permitted by applicable law.

OVG will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding an individual's underlying reason for needing an accommodation.

We will not allow any form of retaliation against individuals who have requested an accommodation, for whom OVG has notice may require such accommodation or who otherwise engage in the interactive dialogue process.

Individuals with questions regarding this policy should contact your designated Human Resources representative.

## LACTATION ACCOMMODATION

Oak View Group will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child, to the extent required and in accordance with applicable law. Employees needing breaks for lactation purposes may use ordinary paid rest periods or may take other reasonable break times when needed. If possible and permitted by applicable law, the lactation break time should run concurrently with a scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed for the employee, the lactation break time will be unpaid for non-exempt employees, to the maximum extent permitted by applicable law. Unless otherwise required by applicable law, the Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations.

Employees will be relieved of all work-related duties during any unpaid break. Where unpaid breaks or additional time are required, employees should work with their supervisor regarding scheduling and reporting the extra break time. Where state law imposes more specific requirements regarding the break time or lactation accommodation, the Company will comply with those requirements.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid." Oak View Group will provide employees with the use of a room or a private area, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable.

Employees should discuss the location for storage of expressed milk with their local Human Resources representative. In addition, employees are encouraged to contact their local Human Resources representative during their pregnancy or before their return to work to identify the need for a lactation area. Employees will not be discriminated against or retaliated against for exercising their rights under this policy. Employees can contact their local Human Resources representative with questions regarding this policy.

# DISCRIMINATION, HARASSMENT & RETALIATION PREVENTION

OVG does not tolerate and prohibits discrimination or harassment of or against our job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of race, color, traits historically associated with race (such as hair texture, hair type and protective hairstyles), religion, creed, ethnicity, national origin, ancestry, citizenship or immigration status, age, sex or gender (including pregnancy, childbirth, related medical conditions and lactation), gender identity or expression (including transgender status), sexual orientation, reproductive health decisions, marital status, veteran status, membership in the uniformed services, disability, protected medical condition as defined by applicable state or local law, genetic information, or any other trait or status protected by applicable federal, state or local laws and ordinances (“protected characteristics”), which protections shall also cover the perception that an individual has a protected characteristic or associates with a person who has or is perceived as having a protected characteristic, to the extent required by law. OVG also prohibits retaliation as defined below.

OVG is committed to a workplace free of discrimination, harassment, and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and OVG-sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third parties. In addition to being a violation of this policy, discrimination, harassment, or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws and ordinances also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted, or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws and ordinances are unlawful. All employees are required to complete annual Preventing Discrimination and Harassment training.

## **Discrimination Defined.**

Discrimination under this policy generally means treating differently or denying or granting a benefit to an individual because of the individual’s actual or perceived protected characteristic or because the individual associates with a person who has or is perceived as having a protected characteristic.

## **Harassment Defined.**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual based on or because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone’s way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws and ordinances. Because it is difficult to define unlawful harassment, employees are expected to always behave in a manner consistent with the intended purpose of this policy.

## Sexual Harassment Defined.

Sexual harassment can include all the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of conduct that violates this policy include:

- unwelcome flirtations, leering, whistling, touching, pinching, assault, brushing up against someone's body, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually explicit e-mails or voicemails
- uninvited touching of a sexual nature
- unwelcome sexually related comments
- comments, inquiries, or gossip about one's own or someone else's sex life or sexual activities
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender

## Retaliation Defined.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to any action that would discourage or keep an individual from reporting discrimination, harassment, or retaliation; shunning and avoiding an individual who reports discrimination, harassment, or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting discrimination, harassment or retaliation; and denying employment benefits because an applicant or employee reported discrimination, harassment or retaliation or participated in the reporting and investigation of discrimination, harassment or retaliation.

## Reporting Procedures.

The following steps have been put into place to ensure the work environment at the Company is respectful, professional, and free of discrimination, harassment, and retaliation. Any employee who believes they have been subjected to conduct prohibited by this policy or our Equal Employment Opportunity Policy, or who believes another individual has been subject to such conduct, should report it immediately. Employees are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with Oak View Group, or concern conduct occurring outside of work if it impacts the individual at work.

Complaints can be made verbally, or in writing, to the highest-ranking on-site Oak View Group supervisor or manager, or to any local, or regional Human Resources Representative and/or any member of the Oak View Group Corporate People and Culture department. Written complaints can be submitted internally using the form provided with this policy. Employees are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters.

Complaints may also be made anonymously using the OVG toll-free hotline at 1-(844) 764-7259, or by contacting the OVG Listens [Navex- EthicsPoint] site at [ovg.ethicspoint.com](http://ovg.ethicspoint.com).

If the employee makes a complaint under this policy and has not received an initial response within five (5) business days, the employee should contact Chief and People Culture Officer immediately.

Employees are encouraged, but not required, to communicate to the offending person that the person's conduct is offensive and unwelcome.

Any supervisor or manager who learns of any employee's concern about conduct in violation of this policy or our Equal Employment Opportunity Policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, or our Equal Employment Opportunity Policy must immediately report the allegation to the local or regional Human Resources representative or Business Partner or Chief People and Culture Officer.

### **Investigation Procedures.**

After a report is received, a prompt, thorough, and objective investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy will be undertaken. Confidentiality will be maintained to the extent practicable and permitted by applicable law. Investigations will be conducted as confidentially as possible and related information will only be shared with others on a need-to-know basis. However, complete confidentiality may not be possible in all circumstances. Employees are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary, and review any relevant documents or other information. Upon completion of the investigation, the Company will determine whether this policy or our Equal Employment Opportunity policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The investigation will be completed as soon as practical. The Company will inform the complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy or our Equal Employment Opportunity policy will be subject to discipline, up to and including termination. This includes individuals engaging in discrimination, harassment, or retaliation, as well as supervisors who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

\* \* \* \*

Remember, we cannot remedy claimed discrimination, harassment, or retaliation unless you bring these claims to the attention of management. Please report any conduct which you believe violates this policy or our Equal Employment Opportunity policy.

### SECTION 3:

# GENERAL EMPLOYMENT PRACTICES

## Recruitment, Selection and Hiring Process Building an Inclusive Team

### OVG'S COMMITMENT TO EQUAL OPPORTUNITY AND INCLUSIVE HIRING

At OVG, we recognize that our strength lies in the diversity of our team. We are committed to building a workplace where everyone feels valued, respected, and has the opportunity to thrive. To achieve this, we are dedicated to fair and unbiased hiring practices that promote diversity, equity, and inclusion at all levels of our organization.

#### **Our Policy.**

OVG is an equal opportunity employer. We do not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, genetic information, veteran status, or any other characteristic protected by law. This commitment applies to all aspects of employment, including recruitment, hiring, promotions, transfers, compensation, benefits, and training.

OVG's goal is to create a workplace where every individual feels valued and respected for their unique contributions. By implementing inclusive recruitment and hiring practices, we are committed to building an inclusive and talented team that reflects the communities we serve.

#### **OVG Accessibility and Accommodations Policy.**

OVG is committed to creating an inclusive and accessible workplace for all employees. We recognize the importance of providing reasonable accommodations to qualified individuals with disabilities to ensure equal access to employment opportunities and a productive work environment.

#### 1. Policy Statement:

OVG prohibits discrimination against qualified individuals with disabilities in all aspects of employment, including but not limited to, recruitment, hiring, compensation, training, promotion, and termination. We are committed to providing reasonable accommodations to employees and applicants with disabilities, as required by applicable laws, including the Americans with Disabilities Act (ADA) and similar state and local legislation.

#### 2. Definitions:

- **Disability:** A physical or mental impairment that substantially limits one or more major life activities, a record of such an impairment, or being regarded as having such an impairment.
- **Qualified Individual with a Disability:** An individual who, with or without reasonable accommodation, can perform the essential functions of the job in question.
- **Reasonable Accommodation:** A modification or adjustment to a job, the work environment, or the way things are usually done that enables a qualified individual with a disability to apply for a job, perform job functions, or enjoy equal benefits and privileges of employment.

3. Requesting Accommodations:

- Employees or applicants who require a reasonable accommodation should submit a request to their Human Resources (HR) representative.
- The request should include:
  - A description of the disability and the limitations it imposes.
  - A description of the specific accommodation requested.
  - Supporting documentation from a qualified healthcare professional, if necessary.
- OVG will engage in an interactive process with the employee or applicant to determine the appropriate and effective accommodation.

4. Interactive Process:

- OVG will work collaboratively with the employee or applicant to:
  - Discuss the individual's needs and limitations.
  - Identify potential accommodations.
  - Evaluate the effectiveness of proposed accommodations.
  - Document the process and any agreed-upon accommodations.
- OVG may request additional information or documentation from the employee or applicant to support the accommodation request.
- OVG will make every effort to respond to accommodation requests in a timely manner.

5. Types of Reasonable Accommodations:

Reasonable accommodations may include, but are not limited to:

- Modifying job duties or work schedules.
- Providing assistive technology or equipment.
- Making workplace facilities accessible.
- Providing qualified readers or interpreters.
- Reassigning to a vacant position, if appropriate.
- Providing flexible work arrangements.
- Adjustments to training materials or delivery.

6. Confidentiality:

- All information related to an employee's or applicant's disability and accommodation request will be kept confidential and shared only with those individuals who have a legitimate need to know.
- OVG will comply with all applicable privacy laws.

7. Undue Hardship:

- OVG is not required to provide an accommodation that would impose an undue hardship on the organization.
- An undue hardship is defined as an action requiring significant difficulty or expense, considering factors such as the nature and cost of the accommodation, the overall financial resources of OVG, and the impact on operations.

**OVG Inclusive Language and Communication Policy.**

OVG is committed to fostering a workplace where every individual feels respected, valued, and included. This commitment extends to our communication practices, both internal and external. We strive to create an environment free from bias and discrimination, where diverse perspectives are welcomed and celebrated.

Our Principles:

- **Respectful Communication:** We will communicate with courtesy and consideration, recognizing the inherent dignity of every person.
- **Inclusive Language:** We will use language that is free from stereotypes, assumptions, and discriminatory connotations related to, but not limited to, race, ethnicity, gender, sexual orientation, religion, age, disability, and socioeconomic status.

- **Clarity and Accessibility:** We will strive for clear, concise, and accessible communication, avoiding jargon and technical terms whenever possible, and ensuring that information is readily available to all.
- **Active Listening:** We will practice active listening, demonstrating empathy and understanding in our interactions.
- **Continuous Improvement:** We recognize that language evolves, and we are committed to ongoing learning and improvement in our communication practices.

**Key Guidelines:**

- **Avoid Stereotypes and Assumptions:** Be mindful of unconscious biases and avoid making generalizations about individuals or groups.
- **Use Person-First Language:** When referring to individuals with disabilities, prioritize the person before the disability (e.g., "person with a disability" rather than "disabled person").
- **Use Gender-Neutral Language:** Avoid gender-specific terms when referring to people in general (e.g., "team members" instead of "guys," "chairperson" instead of "chairman").
- **Be Mindful of Cultural Differences:** Recognize that communication styles and preferences vary across cultures.
- **Address Inappropriate Language:** If you witness or experience inappropriate language, report it to your manager or Human Resources.
- **Promote Accessibility:** Ensure that written and digital communication is accessible to all, including those with disabilities.

**OVG Immigration Policy: Employee Rights and Protections.**

OVG is committed to fostering a diverse and inclusive workplace where all employees, regardless of immigration status, are treated with dignity and respect. We recognize the complexities surrounding immigration and are dedicated to upholding the rights of our employees. This policy provides a high-level overview of our stance and procedures regarding immigration-related matters.

**1. Non-Discrimination and Equal Opportunity:**

- OVG strictly prohibits discrimination based on national origin, citizenship status, or perceived immigration status.
- All employment decisions, including hiring, promotion, and termination, will be made based on qualifications and performance, without regard to immigration status.
- OVG complies with all applicable federal, state, and local laws regarding employment eligibility and non-discrimination.

**2. Employee Rights Regarding Searches and Inquiries:**

- **Right to Privacy:** Employees have a right to privacy within the workplace, subject to reasonable company policies.
- **Government Inquiries:** If a government agency requests information about an employee's immigration status, OVG will:
  - Require a valid subpoena or warrant before releasing any employee information, unless otherwise required by law.
  - Notify the affected employee promptly, unless legally prohibited from doing so.
  - Provide the employee with access to legal counsel, if requested and where permissible.
- **Workplace Searches:** OVG will not permit unauthorized immigration enforcement actions within our facilities. Any government official requesting access to our premises for immigration enforcement purposes must present a valid warrant or other legal authorization.
- **Employee Documentation:** OVG will only request documentation related to employment eligibility as required by law (e.g., Form I-9). We will not request additional documentation for the purpose of determining immigration status unless specifically required by a legal mandate

**3. Employee Support and Resources:**

- OVG encourages employees to seek legal counsel if they have concerns about their immigration status.
- OVG will provide employees with access to relevant resources and information regarding immigration law, to the extent possible.
- Employees who feel they have experienced discrimination or a violation of their rights under this policy should report it immediately to Human Resources. OVG has a no retaliation policy.

## APPLICATION SUBMISSION

Oak View Group's commitment to integrity in all matters related to our business starts with holding candidates to that standard during the selection process. Applicants are expected to provide accurate, truthful information on any application for employment submitted to Oak View Group. If an applicant is hired and it is later determined – at any time during employment – that the application contained false information (e.g., misrepresentation of employment history, education, achievements, competencies, or any other key attribute factored into the hiring decision), the employer may take disciplinary action up to and including termination.

OVG complies with all applicable laws regarding inquiries about past salary history. Managers should contact Human Resources before asking salary history.

## ONBOARDING NEW EMPLOYEES

Once qualified applicants have successfully completed the interview process and demonstrated that they possess the required knowledge, skills, and abilities to perform the essential functions of the job, the hiring manager – in conjunction with the Talent Acquisition and Human Resources team – will identify a finalist and extend an offer of employment. The offer of employment is contingent upon positive verification of important information about the future employee. The process of verifying or validating employment or personal information about the employee is referred to as “background screening,” and is described below.

### Background Screening

Oak View Group recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, trustworthy, and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information, to the maximum extent permitted by and in accordance with applicable law.

OVG will comply with applicable federal, state, and local laws relating to the use of background checks for employment purposes.

### Criminal History

Consistent with legal or contractual requirements, Oak View Group reserves the right to obtain and review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law. A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law.

A criminal history does not automatically disqualify an applicant from being hired. There are many factors that are taken into consideration including but not limited to security and licensing requirements, or scope of the position applied for, and the nature, recency, and severity of the infraction. All applicants have the opportunity to explain their situation in an interview with a Human Resources representative; OVG respects and protects the privacy of any confidential, personal or sensitive information shared by an applicant during the screening process.

## Credit Checks

Credit checks will only be required as a requirement for a very limited number of positions and as permitted by applicable law.

## Employment Eligibility and Work Authorization

Oak View Group is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States within three business days of commencing employment. If the employee cannot verify their right to work in the United States within three business days of employment, the Company will not be permitted to allow the employee to perform work.

## Pre-Employment Drug Testing

Certain positions require a finalist to take and pass a drug test prior to the first day of work, or within a certain period at the start of their employment, depending upon the scope of the job, contractual requirements, state and local laws, and other requirements.

If passing a drug test is a requirement for a position, a representative from Human Resources or Talent Acquisition, or the hiring manager will explain the criteria and the procedure to the finalist and provide a written copy of the Drug Testing Policy. Unless the venue or work location has dedicated onsite testing facilities staffed by licensed medical technicians (e.g., OVG-managed gaming operations), finalists will be sent to a third-party vendor providing the tests on our behalf.

Once the employee has successfully met the screening requirements described above, the employee is ready to be scheduled for their first day of work and can look forward to meeting their new co-workers. At Oak View Group, the term “onboarding” pertains to the first ninety (90) days of employment.

A “New Hire Orientation” typically takes place at the start of the first day. This is a meeting, usually facilitated by a Management team member, where employment forms are completed, the Employee Handbook is distributed and discussed, Company benefits and resources are explained in detail, and general work rules are covered. However, the real onboarding takes place over the following ninety (90) days. It is over this period that a new employee will be introduced to key staff members and managers they will work with directly. The hiring manager is responsible for designing an individual Onboarding Plan for their new hires to ensure all appropriate contacts and introductions are made.

OVG is committed to helping our employees be as successful as possible. Following a well-crafted onboarding plan is an important way we support our new employees in building critical relationships for future success. At the end of the 90-day period, every new full-time employee meets with their manager and is provided a written evaluation of their performance and progress during the Introductory Period. Please refer to Section 3 – Your Employment Status / Introductory Period – for additional detail on the Introductory Period.

# YOUR EMPLOYMENT STATUS

## Work Group Designation

This Handbook covers employees in the U.S. Any exceptions to or variances in oversight, divisional work rules, or policies will be detailed in separate addendums. Unless specified, all policies, procedures and positions described in this Handbook shall apply equally to all employees.

There may be additional Work Group-specific policies based on established business practices, acceptable use of resources, location- or business line-specific work rules, pre-authorization and/or enhanced security protocols, and the like. If employees are part of a Work Group that has specific business-related policies pertaining to the terms and conditions of work, they will be provided with copies in an addendum to this Handbook, as well as electronic access via policy archives on the OVG Intranet, as available.

For purposes of this handbook, a “corporate” employee is defined as follows:

1. An individual who is not exclusively assigned to, nor works in, a single facility or field unit.
2. An individual who may provide oversight and/or indirect support to the field but does not directly perform operations work as an essential function of his/her job.
3. An individual whose salary or wage falls under Corporate Overhead or a specific Corporate Department and is not allocated to a specific venue/facility/field unit.
4. If an employee is based in (offices out of) a facility but also is assigned Regional or Corporate responsibilities and the employee’s salary or wage (total compensation – including commissions and bonuses) is shared between the venue and Corporate Overhead, then the designation of being a “Corporate” or “Field” employee shall be determined by which entity is allocated the greater percentage of total earnings.

## Employee Classifications

Employees are classified as either exempt or nonexempt under federal and state wage and hour laws and are further classified for administrative purposes. The following designations are used throughout this Handbook.

- **Exempt Employees:** Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and any applicable state law and who are exempt from overtime pay requirements. Exempt employees are expected to work the number of hours necessary to carry out their responsibilities and meet organizational goals. Exempt employees generally are compensated on a salary basis, which is intended to cover all hours worked including any hours worked more than 40 in a workweek or overtime as otherwise defined by applicable state law.
- **Non-exempt Employees:** Non-exempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests. Non-exempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given workweek, or as otherwise required by applicable state law. Non-exempt employees are typically compensated on an hourly wage basis.

In addition to being designated as exempt or non-exempt, for purposes of determining employee eligibility for certain benefits and programs, OVG uses a number of different employee classifications:

- **Full-Time Employees:**

Full-time employees are those who are normally scheduled to work and who do work an average of at least thirty (30) hours per week over fifty-two weeks per year (including vacation, holidays, and or other non-work time). If the employee has been hired as a full-time employee year-round, on an ongoing or on-going/regular basis (e.g., no anticipated term date barring unusual circumstances or performance discipline), the employee is considered a “full-time” employee. As such, the employee must be scheduled no less than thirty (30) hours per week. Full-time employees are generally eligible for the employee benefits described in this Handbook subject to the terms and conditions of any applicable policies/plans and are provided with benefits required by applicable law.

- **Part-Time Employees:**

Part-time employees are those who are normally scheduled to work and who do work on average fewer than thirty (30) hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Their schedules are often variable, and event driven. Part-time employees are not eligible to participate in the benefits plan(s) described in this Handbook unless otherwise noted, other than those required by applicable law.

- **Temporary Employees:**

Temporary employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration and have a specific start- and end- date, although the assignments can be renewed or extended, in writing. Temporary employees may work a full-time or part-time work schedule. Temporary employees are not eligible for employee benefits, except as required by applicable law.

- **Seasonal Employees:**

Seasonal employees are employees whose employment terminates on a specified end-of-season separation date unless terminated earlier. Seasonal employees may work a full-time or part-time work schedule. Seasonal employees are not eligible for employee benefits, except as required by applicable law. Many of these employees are rehired at the beginning of the next season, provided they are eligible for rehire.

- **Interns and Externs:**

Interns and Externs are employees generally hired through established relationships with universities, community colleges, trade/vocational or proprietary schools, and other accredited or professionally recognized programs that educate and train individuals in the specialized skills required in all facets of our business and industry. The duration of the intern- or externship is defined, as not to exceed six (6) months. Interns/externs are not eligible for any Company-sponsored benefits, except as required by applicable law.

Employees are informed of their initial employment classification and status as exempt or non-exempt upon commencing employment. If an employee changes position during the employee’s employment as a result of a promotion, transfer, or otherwise, management will inform the employee of any change in the employee’s job classification.

## Employee Service Date

The first day you report to work, or training is referred to as your Employee Service Date. For full-time and part-time employees, this date is used to determine eligibility for and participation in employee benefits and related programs. If a seasonal or temporary employee later becomes a full-time or part-time employee, the time spent as a seasonal or temporary employee does count when determining the employee service date, unless otherwise required by applicable law. If an intern/extern is reclassified as a full-time or part-time employee at the end of their intern- or externship program, the service date will be the first day worked as a full-time or part-time employee, unless otherwise required by applicable law.

Your service (or completed Years of Service) is measured by counting your continuous service with OVG from the most recent Employee Service Date to the particular point in time. (This measure is used for calculating your paid time off (“PTO”) accrual and other benefits-related purposes). Please see your designated Human Resources Representative for confirmation of your service date if you transitioned to OVG from an affiliated company.

Service will revert to zero upon your separation from employment, for any reason, even if you are subsequently rehired, unless otherwise required by applicable law. One exception: if you are laid off (through no fault of your own) and rehired within one year of your separation/layoff date, you will retain your prior service date or as otherwise required by applicable law. Any exceptions to this policy will be reviewed by the CHRO for approval.

# YOUR INFORMATION

## EMPLOYEE PERSONAL INFORMATION

### Personal Data Changes

You are expected to review, maintain, and update, as necessary, your personal information on file with the Company (such as a home address, phone number, and emergency contact information) to make sure it is accurate.

You can update your personal information online through the ADP portal ([my.adp.com](https://my.adp.com)). This includes changes in name, address, telephone number, marital status/number of dependents (to the extent it impacts benefits or tax withholdings), and next of kin.

To better assist employees and/or their families in the event of personal emergencies, the Company needs to maintain up-to-date emergency contact information.

Maintaining accurate information in our files is also important for recordkeeping, payroll, and benefits-related purposes.

### Your Personnel File

#### Access to Personnel File

All employees will be provided access to and copies of personnel records to the extent required and in accordance with applicable state law. Please contact your local or regional Human Resources representative or the OVG Corporate SVP, People and Culture Compliance officer with questions regarding access/copies.

Only authorized members of management and Human Resources have access to an employee’s personnel file. However, the Company will cooperate with (and provide access to an employee’s personnel file to) law enforcement officials or local, state, or federal agencies in accordance with applicable law.

# INTRODUCTORY PERIOD

Employment is on a trial or introductory basis for the first 90 days of employment. This period gives employees an opportunity to learn about the business, their job duties, and their responsibilities. During this introductory period, the Company will have an opportunity to observe and evaluate the employee and the employee can become familiar with their position and work environment. The introductory period may be extended as determined in the Company’s sole discretion. Completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

## PERFORMANCE REVIEWS / ANNUAL PERFORMANCE EVALUATIONS

All full-time employees will receive a formal performance evaluation at the completion of our fiscal year. We also conduct mid-year reviews to ensure employees are on track and getting feedback more than one time a year. Supervisors and employees are strongly encouraged to meet to discuss job performance and goals on an informal, recurring basis.

New full-time hires are also assigned a 30 day review to provide feedback on the onboarding process as well as get early feedback from their supervisor. This recurs again at the 90-day mark, where supervisors provide feedback and development needs after the first 3 months of employment.

A positive performance review does not guarantee a salary increase or a promotion nor is it a promise of continued employment. These decisions are made at the discretion of the Company and depend on a number of factors in addition to an employee's individual performance.

We reserve the right to make any personnel changes (including termination) before or after performance evaluations, in accordance with applicable law.

## YOUR CAREER PATH

### Opportunities for Growth

We encourage you to look at your role here at OVG as a career. Having experience in other functions within the business provides both you and OVG with a perspective that recognizes that we need to work together for our customers/clients – internal and external – to have a positive experience.

### Internal Job Opportunities

#### Internal Job Posting Process

Generally, OVG posts applicable open positions for five (5) calendar days in OVG Careers / iCIMS. Some locations also post positions on bulletin boards. If you are interested in applying for a position, you should check with your Human Resources Representative for the local procedure.

Applications must be submitted through OVG Careers/iCIMS to be considered. If you are interested in multiple positions, you must submit an application for each position. When applying for positions, you should review the job description to ensure you meet the minimum qualifications. Only candidates who meet the minimum qualifications will be further considered.

If you would like to discuss your career advancement, you are encouraged to schedule time with your manager and/or consult with a representative in Corporate Human Resources or Talent Acquisition for more information.

Nothing in this policy is intended to guarantee the employment, transfer, or promotion of internal candidates.

## LEARNING AND DEVELOPMENT

At OVG, we want you to succeed and grow. One of the ways we seek to help you do that is through our learning management system (LMS) modules, instructor-led training (in-person or via webinars), and comprehensive career development and/or leadership programs. Our talent and professional development training programs offer a wide range of learning and development opportunities for you at all stages of your career. Some are offered through instructor-led courses and others are available through outside providers. You should work with your manager and your Corporate HR/TA team to identify appropriate development opportunities to suit your needs.

## SECTION 4:

# ETHICAL & CONDUCT EXPECTATIONS

## CONFIDENTIAL INFORMATION

Employees may learn confidential information, including trade secrets, about the Company. Confidential information are items of information relating to the Company, its services, products, clients/customers, suppliers, vendors, and business partners that are not generally known or available to the general public but have been developed, compiled, or acquired by the Company at its great effort and expense. Confidential information includes, but is not limited to business models, methods, operations, strategies, plans for future business, marketing initiatives, finances, and revenues. Each employee must safeguard confidential Company information.

Confidential information may not be disclosed or distributed to any individual or entity or used for the benefit of any individual or entity other than the Company, without the prior written consent of the General Counsel. Employees may be required to sign agreements further detailing these obligations as a condition of employment and/or continued employment with the Company.

Violation of this policy may result in disciplinary action, up to and including discharge.

## CONFLICT OF INTEREST

Employees may not use their position, influence, knowledge of confidential information, including trade secrets, or the Company's assets for personal commercial gain, for the benefit of any competing company or organization, or for the benefit of any other third party except as may be required in the performance of their duties as employees of the Company. Further, employees shall not maintain an outside business or financial interest or engage in any outside business or financial activity, which conflicts with the interests of the Company or which interferes with the employee's ability to fully perform the employee's job responsibilities, unless such prohibition is restricted by applicable law.

Violation of this policy may result in disciplinary action, up to and including discharge.

### Romantic and Intimate Relationships

Oak View Group recognizes that consensual romantic or sexual relationships may exist or develop between employees and does not prohibit them. However, perceived, or actual conflicts can arise both during the relationship and after it comes to an end. This risk is greater when the relationship involves: (1) a supervisor and a subordinate, no matter how many levels separate them; (2) an employee who has the potential to influence or determine the other employee's working conditions (for example, hiring, firing, job assignments, promotion, demotion, pay, disciplinary action, performance reviews, participating in talent calibration, or providing HR or related support to the employee's business group) regardless of whether they work in the same department; or (3) a Director or above level employee.

The term "romantic or sexual relationship" as used in the policy includes, but is not limited to:

- Casual dating;
- Serious dating;
- Cohabitation;
- Sexual relationship including casual sexual involvement where the parties have no intention of carrying on a long-term relationship; and/or
- Any other conduct or behavior normally associated with romantic or sexual relationships.

The restrictions set forth above apply regardless of the sex/gender, gender identity/expression, and/or sexual orientation of the employees involved. The policy applies only to consensual dating, romantic, or sexual relationships between employees. Unwanted sexual attention (including physical contact) with the purpose or effect of creating an offensive environment is strictly prohibited and a violation of OVG's harassment policy.

In any of these situations, both employees are expected to report the relationship to Human Resources. Employees in romantic or sexual relationships that do not fall into the above categories are still encouraged to tell Human Resources if such a relationship exists or when such a relationship develops, particularly if they frequently work together or one of the employees holds a higher-level position than the other.

While OVG respects the privacy of its employees, knowing about the relationship allows it to assist in navigating any potential workplace issues that may arise. Once a relationship is brought to the Company's attention, the Company will work with the employees to address any potential issues, including any actual or perceived conflict of interest. In these circumstances, the Company may change reporting relationships, transfer one or both employees to another position, or take other steps to address the situation. Employees in any type of relationship that could be perceived as creating an actual, potential, or perceived conflict of interest are expected to comply with the Conflict of Interest Policy at all times.

### **Employment of Relatives**

A familial or intimate relationship among employees can create an actual or at least potential or perceived conflict of interest in the employment setting, especially if one relative, spouse, partner, or member of a relationship, supervises another relative, spouse, partner, or member. To avoid this problem, we may refuse to hire or place a relative or other intimately associated individuals in a position where the potential for favoritism, the appearance of impropriety, or a conflict exists.

Generally, employees cannot, directly or indirectly, supervise or be supervised by family members. Family members will not be considered for transfer, promotion, or placement into any open job for which another family member has any influence or control regarding the terms and conditions of employment, such as the hiring decision, performance evaluations, wages, and promotional opportunities.

Generally, family members will not be placed into the same departments. For the purposes of this policy, a "family member" is defined as an employee's spouse, parent, step-parent, grandparent, step-grandparent, sibling, stepsibling, parent, step-parent, or sibling of a spouse, child, step-child, grandchild, step-grandchild, guardian, ward, niece, nephew, cousin, uncle, aunt, an in-law of any of the above, roommate or any other person with whom the employee lives. This also includes a fiancé or any future in-law (by engagement).

If a familial relationship (as defined above) exists between two or more employees in the same work location or department, both employees must disclose the familial relationship to Human Resources. Employees should also consult the Conflict of Interest Policy for additional guidance and disclosure requirements relating to potential conflicts with family members. Once a relationship is brought to the attention of the Company, the Company may take appropriate steps (including, if applicable, transfer or separation) to ensure there is no actual or perceived conflict of interest.

If two employees marry, become related, or a relative is planning on joining the Company in a direct reporting relationship or enters an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual without approval as defined below. In other cases where a conflict or the potential for a conflict arises (appearance of impropriety), even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of Oak View Group, to the maximum extent permitted by applicable law. The final decision-maker in these instances is the OVG Executive Board, in conjunction with the Chief People and Culture Officer. The OVG Executive Board, in conjunction with the Chief People and Culture Officer, may grant a written exception to aforementioned direct-reporting rule in exceptional cases especially where the employees or Officers of the Company hold unique positions at VP-level and above, outside of the normal reporting structure, may hold an ownership interest in the business, where the unique scope of the positions is integral to the value of the business, and where there has been transparency in communicating the scope of the relationship with OVG clients and business

## USE OF RECORDING DEVICES

The Company has a legitimate business interest in protecting confidential information concerning customers, vendors, suppliers, and Company trade secrets as defined in applicable policies and/ or agreements, all of which have been acquired or compiled by the Company at its great effort and expense. It is a violation of Company policy to record conversations with a tape recorder or other recording device (including a cell phone or any electronic device) without prior permission from management where such recording threatens or results in the disclosure of confidential information as defined by applicable policies/agreements to third parties. It also is a violation of Company policy to engage in any type of recording in restrooms or where such recording would violate any federal, state, and/or local law as it relates to recording devices such as those requiring consent of all parties. Violation of this policy will result in corrective action up to and including discharge. Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment.

## INTERACTION WITH LAW ENFORCEMENT

From time to time, law enforcement authorities request to meet with an employee(s) onsite during their work hours, with or without notice, for many reasons: to serve court documents, conduct investigatory interviews, execute, or enforce restraining orders, complete an in-person employment background check for a high-level security clearance or other reason.

OVG is committed to supporting law enforcement in carrying out their duties and keeping our communities safe; we are also committed to ensuring all such requests are bonified, and that managers facilitating such requests are sensitive to and respectful of the rights and privacy of our employees. To ensure interactions with law enforcement are handled in a consistent, compliant, and efficient manner, OVG maintains internal policies governing interactions with law enforcement authorities.

Procedures may vary depending on the physical layout of the facility or office location. The Company's standard practice is to direct law enforcement officers to check-in with Security, Main Office or Administration, General Managers, Human Resources, or other appropriate office. Designated managers will follow Company security protocols in verifying authority and jurisdiction of the request and will provide a management escort if law enforcement needs to access other parts of the facility. OVG will also facilitate a private meeting between law enforcement and the employee, if required.

Designated facility operations, security or other senior management representative will provide direction and training on the appropriate procedure for responding to inquiries from law enforcement at each work location.

## ANTI-RETALIATION AND WHISTLEBLOWER POLICY

OVG strictly prohibits any form of retaliation against an employee who in good faith makes a complaint, raises a concern, provides information, or otherwise assists in an investigation or proceeding regarding any conduct that they reasonably believe to be in violation of OVG’s Code of Conduct or policies, or applicable laws, regulations, or contracts.

OVG prohibits employees from being retaliated against even if their underlying complaint is ultimately unsubstantiated, unless the employee knowingly made a maliciously false allegation, or knowingly provided maliciously false or misleading information during an investigation. This policy is designed to ensure that all employees feel comfortable speaking up when they see or suspect illegal or unethical conduct (and/or when they participate in an investigation relating to such concerns) without fear of retaliation.

## ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

### OVERVIEW

Oak View Group, LLC (the “Company”) expects and requires its and its Affiliates’ directors, officers, and employees (collectively, “Associates”) to act with the highest ethical standards and in compliance with all applicable laws, rules, and regulations, including all anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act (the “FCPA”), and the United Kingdom Bribery Act, as well as applicable local laws and regulations.

This Policy contains the Company and its Affiliates’ (as defined below) minimum requirements with respect to ensuring that the Company and its Affiliate’s actions are conducted ethically and in compliance with anti-corruption laws. It applies to all Associates throughout the world.

### PROHIBITION ON BRIBERY

Company Associates must never ask for, receive, authorize, offer, promise, solicit, or give—directly or indirectly—any money or any other thing of value from or to any person for the purpose of improperly influencing any action or decision of the recipient, inducing the recipient to do anything in violation of his or her duties, or to obtain or provide any kind of improper advantage. This prohibition on bribery covers the Company’s interactions with all persons, including Government Officials, Third Party Representatives, and customers.

- The term “thing of value” includes, but is not limited to, cash (e.g., wages, stipends, or service fees); cash equivalents (e.g., gift cards); political and charitable contributions; travel expenses; gifts; services; meals; entertainment; loans; grants; donations; employment opportunities; scholarships; and favors.

This prohibition includes “grease” or “facilitating” payments of any kind made to expedite or secure the performance of a routine, non-discretionary administrative action, such as processing visa paperwork. Such payments are illegal in many countries and are strictly prohibited by the Company.

### GOVERNMENT OFFICIAL

Please keep in mind that the term “Government Official” is broadly defined, and includes any official, employee, director, officer, agent, or representative of a foreign or U.S. government, or any other person acting in an official capacity on behalf of a foreign or U.S. government, or any regional, tribal, state, local, municipal, provincial, agency, department, ministry, or other subdivision thereof, including any person working for any government-owned or government-controlled entity (e.g., an employee of a state-owned or operated investment fund or company).

### **THIRD PARTY REPRESENTATIVE**

For the purposes of this Policy, a “Third Party Representative” is an individual or legal entity with whom the Company interacts, and who (i) sells, markets, or assists with the sale of Company products or services or (ii) interacts with governments or Government Officials in connection with the Company’s business (such as a person who assists the Company with obtaining visas or any required licenses).

### **SOLICITING OR RECEIVING A BRIBE**

Company Associates must never ask for or solicit a bribe, and must always be alert for any situations in which they are offered anything of value that could be construed as seeking favoritism or a bribe. Similarly, Company Associates must avoid conflicts of interest, i.e., situations where personal interests may unduly influence a person’s business judgments, decisions, or actions. Company Associates must avoid these situations as they make it difficult to perform work for the Company objectively and effectively and create corruption risks.

### **GIFTS, HOSPITALITY, AND ENTERTAINMENT**

Gifts, hospitality, and entertainment must be reasonable in value, appropriate under the circumstances, and must not be lavish or too frequent. Gifts, hospitality, and entertainment must never be offered to improperly influence any business decision, approval requirement, or other discretionary decision involving the recipient, nor must they compromise, or give the appearance of compromising, the ability of the recipient to make objective and fair decisions; in those circumstances, the gift, hospitality, or entertainment could constitute a bribe. Gifts, hospitality, and entertainment must only be given or received in compliance with the following requirements:

- The expense must be transparent; that is, there must be no effort made to conceal the facts by either the donor or the recipient.
- The expense should be paid directly to the applicable vendor (i.e., the conference center, restaurant, or other venue or vendor involved and not to the person receiving the hospitality or entertainment.
- The expense must be completely and accurately documented with appropriate receipts and descriptions in the Company's books and records.
- The expense must not be in violation of any applicable law or ethical standard.
- Entertainment and hospitality expenses must never be provided for guests of invitees to any Company-sponsored events, including spouses or children.
- Gifts should be provided only on holidays or other special occasions, and should never consist of cash, cash equivalents such as gift cards, or per diems.
- In addition to these general guidelines, the following annual limits apply to the giving or receiving of gifts, and to the giving of hospitality and entertainment, by Company Associates:
- Company Associates may not provide or receive more than \$100 in gifts to any person annually, without pre-approval by the Finance Department.
- With the exception of reasonable and appropriate expenditures for business meals

directly related to the promotion, demonstration, or explanation of the Company’s programs, products, or services, Company Associates may not provide more than \$250 in entertainment and hospitality expenses to any person annually, without pre-approval by the Finance Department. Neither business meals nor any other entertainment or hospitality expenses—of any amount—may be provided to Government Officials without pre-approval by the Finance Department.

### **POLITICAL AND CHARITABLE CONTRIBUTIONS**

No Company funds, property, or services can be used to contribute to any political party or committee, or any candidate for or holder of any office of any government. Charitable contributions could violate the FCPA or other anti-corruption laws if they were made at the behest of a Government Official or if a Government Official were to have any connection to a charitable organization. Before any charitable contribution is made from the Company or in connection with Company business, prior approval must be obtained from the Finance Department.

### **THIRD PARTY REPRESENTATIVES**

Third Party Representatives must never be used to secure an improper advantage for the Company. To that end, the Company must only engage with Third Party Representatives when there is a legitimate need for the services that the Third Party Representative will provide and those services are priced at no more than fair market value. Prior to engaging with a Third Party Representative, a Company Associate must notify the Company's Finance Department and must, in consultation with the Finance Department: (i) conduct appropriate anti-corruption due diligence on the Third Party Representative; (ii) engage the Third Party Representative pursuant to a written contract with appropriate anti-corruption representations and warranties, as provided by legal counsel; and (iii) require the Third Party Representative to, at least once every two years, sign an appropriate anti-corruption certification.

### **BOOKS AND RECORDS AND INTERNAL CONTROLS**

Company Associates must keep and maintain accurate books and records that document, in reasonable detail, the sources and use of Company revenues and assets. Any "off-book" accounts or deceptive, false, or otherwise inaccurate entries in the Company's books or records are strictly prohibited. Company Associates must also comply with the Company's internal controls, including Company policies controlling expenditures and transactions.

### **REPORTING CONCERNS**

If any Company Associate has reason to believe that any violation of the FCPA, the U.K. Bribery Act, other applicable anti-corruption laws, this Policy, or any other policy or procedure distributed by the Company, has occurred, is occurring, or is likely to occur in connection with the Company's business, then he or she must report the suspected violation to the CEO or General Counsel immediately.

## **ANTITRUST AND COMPETITION LAW COMPLIANCE POLICY**

Antitrust and competition laws are designed to promote the preservation of a competitive, free market economy based on the principle that such a competitive market is the best means of securing and enhancing the welfare of consumers. OVG has made it its policy to strictly comply with the antitrust and competition laws in any jurisdiction OVG does business.

OVG is subject to antitrust and unfair competition laws in all of the jurisdictions in which it does business. The antitrust and unfair competition laws of the United States are similar in many respects to the laws of the United Kingdom, European Union, and other jurisdictions where OVG may do business.

In the United States, the Sherman Act, the Federal Trade Commission Act, the Clayton Act and the Robinson-Patman Act comprise a comprehensive structure of antitrust and unfair competition law. Moreover, most states have enacted their own antitrust laws. These federal and state antitrust laws generally prohibit (a) agreements that unreasonably restrain competition among competitors; (b) anticompetitive behavior when dealing with customers, suppliers or distributors; (c) anti-competitive mergers and other business combinations; and (d) other unfair business practices. Failure to comply with these laws, or even the appearance of non-compliance, places OVG at serious risk and may result in criminal and civil liability for both OVG and its employees.

## **I. COMPLIANCE POLICY TERMS**

OVG's policy has been, and continues to be, to require full compliance with antitrust and unfair competition laws, wherever in the world OVG does business, and to avoid even the appearance of impropriety under those laws. In some instances, this Policy outlines conduct that itself may not be illegal but may nonetheless expose OVG and its employees to significant risk. Therefore, all employees are required to avoid conduct that presents even the appearance of impropriety under antitrust and unfair competition laws. Note that this policy is not designed to cover all situations and circumstances OVG employees may encounter. Whenever in doubt, please contact OVG's General Counsel.

Violation of antitrust or unfair competition laws or this Policy may be grounds for disciplinary action up to and including termination. In certain jurisdictions, the authorities who are responsible for antitrust and unfair competition law matters may seek to impose financial and other penalties (including imprisonment) upon individuals who have been found to have breached such laws. Additionally, failure to promptly report possible violations of antitrust or unfair competition laws or this Policy is a violation of this Policy. Employees should report suspected violations to OVG's General Counsel. Any questions about this Policy or antitrust and unfair competition laws in general should be directed promptly to OVG's General Counsel.

## **II. WORLDWIDE APPLICATION**

This Policy applies to OVG and all of its employees wherever OVG does business. It is important to note that agreements with competitors (which, as discussed below, should be broadly interpreted to include even implied arrangements and understandings) are not permissible regardless of where they are reached, or where competitors or potentially affected customers are located.

## **III. PENALTIES FOR VIOLATIONS**

Penalties for antitrust and unfair competition law violations are becoming increasingly harsh throughout the world. Many countries severely penalize both companies and individuals who violate such laws.

Individuals convicted of violating the U.S. antitrust laws are subject to prison terms in federal penitentiaries of up to ten years. Individuals are also subject to criminal fines of up to (a) \$1 million, (b) twice the loss by victims or (c) twice the gain from the violation, whichever is greatest. Corporate violators are subject to criminal fines of up to (a) \$100 million, (b) twice the loss by victims or (c) twice the gain from the violation, whichever is greatest. Actual fines for antitrust violations in the United States have exceeded \$500 million.

Victims of U.S. antitrust violations can sue the violators (companies and individuals) for "treble damages" (three times the amount of their loss). A successful plaintiff also is entitled to recover his or her attorney's fee for prosecuting the lawsuit. Some settlements of class actions for illegal agreements among competitors have exceeded \$1 billion.

While many jurisdictions – including, for example the United Kingdom and European Union – do not imprison antitrust violators, they do impose substantial financial penalties. In short, penalties for violating the antitrust law are onerous throughout the world.

As mentioned previously, OVG takes antitrust compliance seriously, and requires all employees to avoid conduct that creates even the appearance of impropriety. Possible sanctions for conduct found to violate this Policy, even if the conduct does not violate the antitrust law of any jurisdiction, include

termination of employment, as well as suspension, loss of pay, or other penalties deemed appropriate by OVG. In addition, OVG reserves the right to notify the authorities of any applicable jurisdiction of any antitrust or unfair competition violation that OVG discovers.

#### **IV. NO AGREEMENTS WITH COMPETITORS**

Antitrust and competition laws fundamentally prohibit agreements with competitors that limit, eliminate or are in any way intended to manage, prevent or restrict competition. Although such agreements can take any form (oral or written), the most common include price-fixing; bid-rigging; dividing up markets, customers or territories; refusing to deal with specific companies or individuals; and other agreements on terms upon which businesses usually compete.

##### **A. Interpret “Competitor” and “Agreement” Broadly**

The terms “competitor” and “agreement” must be interpreted broadly. “Competitor” includes any actual or potential provider of any product or service that competes with OVG’s products and services.

An illegal “agreement” does not have to be a formal, written contract or an expressed promise or commitment. An illegal anticompetitive agreement can be inferred from circumstances much less definite than are required to enforce even an oral contract in the ordinary course of business. For example, courts have routinely found that communications between competitors followed by “parallel” conduct may support an inference of the existence of an illegal anticompetitive agreement. That is, if two competitors have a “friendly talk” about the need for a price change or coordination on bids for client opportunities and later raise their prices or bid in a similar manner and amount, an illegal agreement could be inferred even though no express or written commitments were made. To be illegal, an agreement also need not be specific as to a particular price change, customer or geographic area. Indeed, no proof of damages or adverse effect on the market is required to establish an illegal anticompetitive agreement.

Furthermore, even broad statements made at industry events, professional organization meetings or even to the press, which are intended to “signal” to competitors particular pricing or business strategies, could be construed as anticompetitive behavior and can therefore be problematic. It is important to keep in mind that OVG could face antitrust liability not only if it enters into an illegal agreement with its own competitors, but also if it were to organize or otherwise facilitate an agreement among other industry participants who compete with one another. It is for this reason, for example, that OVG has established guidelines to protect the Arena Alliance from potential antitrust risk that would be associated with facilitating certain agreements among competing sports and entertainment venues.

While total avoidance of any contact or interaction with OVG competitors (or other industry participants that compete with one another) might be the best way to avoid potential antitrust risk, we recognize this is generally not realistic in this industry. Because of the broad interpretation of the terms “competitor” and “agreement,” as well as the frequency of contact we may have with other participants in the industry, careful consideration of the context and nature of such communications is essential.

##### **B. Matters of Antitrust Sensitivity**

OVG recognizes that its “competitors” are often also counterparties to joint ventures or other collaborations that are permissible under antitrust law. However, despite those collaborations, OVG and its competitors remain separate entities, and must be careful about what information they exchange and what agreements they reach. Before meeting with a competitor, it is a best practice to review with OVG’s General Counsel the agenda for the meeting, what topics will be discussed, and what danger areas should be “off-limits” over the course of the discussion. Do not rely on assurances from the competitor that the contemplated agreement is permissible.

Similar caution should be used in circumstances in which OVG is working simultaneously with two or more industry participants who may compete with one another. In working with individual arenas or other clients, OVG may obtain confidential, competitively-sensitive information. OVG should take care not to become a conduit by which such competitively-sensitive information is shared among OVG clients who currently, or potentially, compete with one another.

### **1. Topics That Should Not be Discussed with Competitors**

It is not appropriate for communications with competitors to include the prices, features or other terms related to products or services that both parties may offer to third parties, unless the parties are considering a joint venture to offer a particular product or service. Specifically, absent consultation with OVG's General Counsel, you should not discuss or exchange information regarding the following with a competitor concerning products or services that OVG may offer:

- pricing, price increases (including the timing, amount and rationale for price increases), pricing strategies, bids (including a decision to bid or not to bid), discounts, and any term of trade;
- business or competitive strategies (at any level of generality), the competitive “good of the industry,” the state of the market or “rational” business practices;
- customers or other competitors;
- decisions to seek, end or forgo business opportunities or boycott certain companies; and market shares.

To the extent that any of these topics arise in the context of social conversation or other circumstances not involving specific or likely contract negotiations, antitrust sensitivity is required and as a general rule, such conversations should be avoided. While generalized, non-company-specific discussions might not give rise to legal liability, as discussed above, the line between such broad-based discussions and discussions that might be deemed illegal is not always clear, and such conversations could inadvertently cross that line. Whenever you consider discussing or entering into an agreement with a competitor, consider the following three questions:

- Why am I entering into this agreement?
- Why is the other side entering into this agreement?
- What would a third party think was the purpose behind the agreement?

While OVG is not responsible for ensuring that its clients do not exchange the above categories of information with one another, to the extent that OVG hosts events attended by multiple, potentially-competing clients, or otherwise communicates contemporaneously with such potentially-competing clients, OVG should take steps to avoid being the conduit for such exchanges (e.g., in open discussion at industry events). Such events/communications should be planned carefully in consultation with OVG's General Counsel.

### **2. Act Unilaterally Whenever Possible**

Pricing, marketing, bidding for opportunities and other related decisions should be made unilaterally by OVG to enhance OVG's own business interests and to serve its customers more efficiently and effectively. Such decisions should not be made with the purpose of influencing others' market conduct or of injuring market participants. Some business practices, such as “accommodation” bids, boycotts (i.e., assisting one competitor in harassing another), and tying arrangements (i.e., conditioning the provision of one product on the purchase of another) must be avoided.

### **3. Industry and Social Contacts with Competitors**

Trade associations do not protect unlawful discussions or conduct among competitors. OVG's General Counsel should approve all trade association participation in advance.

Be wary if any trade association seems to share current compensation and benefits information or pricing strategies, or if the trade association appears to be a vehicle for boycotts, coordinating bids, or other suspect conduct. Where salary or price information is collected and provided by the trade association, it is crucial that this information is dated so as not to show current information and sufficiently aggregated so that no member can tell the source of a particular data point.

If one or more competitors engage in discussions or activities in your presence that you believe may be improper or expose OVG to antitrust risk, whether at a trade association meeting, other professional event, a social gathering or elsewhere, you must remove yourself from any participation, active or passive, in such discussions or activities. Serious risk may result even from listening to improper comments by a competitor since you might be viewed as a party to any illegal agreement that results. You should make sure people are aware that you have left and your reason for leaving and you should report and document your reason for leaving with OVG's General Counsel.

If you receive a phone call, e-mail or other communication (written or oral) from a competitor requesting competitively sensitive or otherwise inappropriate information, you should not respond or refuse to respond to such a request and should report the contact promptly to the OVG General Counsel. There may be instances outside of those discussed in this Policy where competitor contacts may be necessary and appropriate, such as joint ventures, strategic alliances and various service relationships. Competitor contacts in these instances may occur only in accordance with specific guidance from the General Counsel.

As noted above, when OVG hosts events to be attended by clients who actually or potentially compete with another, OVG must take care not to become a conduit for the above-described categories of discussions. While not all OVG clients compete with one another, OVG may not fully understand at the time of such events the extent to which the participants may compete with one another. Thus, it is important to use care in assessing whether planned topics for such events could pose antitrust risk. Again, these issues should be addressed with OVG's General Counsel well in advance of such events.

### **4. Antitrust Law and Employee Recruitment**

Antitrust laws apply not only to OVG's marketing and sale of its goods and services, but to OVG's hiring and recruitment of employees. In recent years, U.S. antitrust enforcers have been particularly focused on allegations that competitors have agreed not to recruit each other's employees, both as a general matter and in the case of specific employees. In this connection, a business may compete with another business for employees, even if the two companies do not offer the same goods or services for sale. For example, technology companies that do not compete with one another for customers may still compete with one another to hire and retain software engineers.

It is therefore critical to avoid any stand-alone agreements with any other companies or individuals to limit OVG's freedom to solicit, hire, and compensate existing or prospective employees, regardless of whether OVG competes with those companies/individuals for customers. If any third party proposes such an agreement, you should refuse or do not respond and contact OVG's General Counsel immediately. Out of an abundance of caution, do not agree with competitors to give advance notice that you will be recruiting one of their employees, or vice versa.

An exception to this rule may occur in the context of joint ventures or similar legitimate collaborations. It is also permissible to include clauses prohibiting employee solicitation in employment and severance

agreements. However, these clauses must be limited in both time and scope (for example: lasting only a year and extending only to employees with whom the competitor became acquainted over the course of the joint venture). Any such clauses must be approved in advance by OVG's General Counsel.

It is also permissible to unilaterally decide not to recruit a competitor's employees, even if the motivation for that decision is concern about reprisals. The key to antitrust liability in this context is whether this was done by agreement or determined unilaterally.

Employment issues in antitrust extend beyond the recruitment of employees. Sharing nonpublic information on current compensation and benefits practices with competitors is strictly prohibited. Consult with OVG's General Counsel if you identify a need to share such information with another employer.

## **V. AVOID DAMAGING MISSTATEMENTS IN DOCUMENTS**

While careful language will not avoid antitrust liability when the underlying behavior is illegal, even legal conduct may become suspect because of a poor choice of words or a misleading tone. In an antitrust investigation or litigation, all documents and other materials (including personal diaries, home files, e-mails, text messages, voicemails and handwritten notes) may be open to disclosure. Comments made in jest could be misinterpreted. You must assume that everything you say or write (except in connection with requesting or receiving legal advice) will be available to the relevant antitrust or competition law authorities, the government, any other regulatory body or a plaintiff in an antitrust investigation, and that whoever views your comments will take your comments in the worst possible light. Keep all of your communications factual and accurate and avoid exaggeration and misrepresentations.

## **VI. AVOID EVEN THE APPEARANCE OF AN ANTITRUST VIOLATION**

Appearances as well as actual facts are important. Situations that might give the impression of improper conduct are better avoided than later explained when an antitrust investigation or litigation has begun. When you have any doubt as to the propriety of any practice or communication, consult with OVG's General Counsel before you proceed.

## **VII. CONTACTING OVG'S GENERAL COUNSEL**

If you learn of, or become involved in, a possible violation of the antitrust or competition laws or this Policy, you are required to inform OVG's General Counsel promptly. If you are contacted by competitors, customers or a governmental agency (including any antitrust or competition law authorities, the Department of Justice, the FBI, the European Commission or any other regulatory authority) regarding antitrust or competition matters involving OVG, you should contact the General Counsel before talking to any such person or entity.

# OAK VIEW GROUP INTERNATIONAL TRADE POLICY

## PURPOSE

Oak View Group, LLC (the “Company”) is committed to maintaining the highest possible ethical standards and complying with all applicable laws in all countries in which it does business. This includes strict compliance with U.S. laws governing international trade, including economic sanctions, export controls, and anti-boycott regulations (collectively “International Trade Laws”). The purpose of this policy (the “Policy”) is to provide guidance to the Company’s directors, officers, employees, agents, consultants, suppliers, intermediaries, joint venture partners, and other third-party representatives to ensure compliance with such laws.

## Policy

The Company strictly prohibits doing business with countries and persons prohibited by applicable International Trade Laws, as described below.

## Application

This Policy applies to all directors, officers, and employees of the Company, wherever located (hereinafter collectively referred to as “Employees”). This Policy also applies to the Company’s Affiliates, agents, consultants (other than domestic sales consultants), suppliers, intermediaries, joint venture partners, and any other third parties when acting on the Company’s behalf (hereinafter collectively referred to as “Representatives”). Employees and Representatives must avoid any activity that may directly or indirectly implicate the Company in any violation of this Policy or applicable laws. Compliance with International Trade Laws is required of all Employees and Representatives. Employees are required to sign the attached certification forms on an annual basis acknowledging that they have read and understand the Policy and that they agree to comply with it. The Certification Forms are available in Appendix A.

## Affiliates

For the purposes of this Policy, “Affiliate” means, with respect to the Company, another entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Company.

## Enforcement Agencies, Penalties and Sanctions

The U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) is the chief civil enforcement agency with respect to U.S. sanctions. U.S. export control laws are primarily enforced by the U.S. Department of Commerce and the Department of State. The U.S. Department of Justice (“DOJ”) has the authority to bring criminal enforcement actions against companies and individuals for criminal violations of these laws and regulations.

A violation of International Trade Laws potentially subjects both the Company and the individual(s) involved to severe criminal and civil penalties, up to and including incarceration. Other consequences include negative publicity, significant harm to our business reputation, increased government scrutiny, and difficulty obtaining government licenses and approvals, up to and including debarment, and potential denial orders which can limit the ability of individuals or companies to deal in any items subject to U.S. export controls.

## COMPLIANCE WITH THIS POLICY

The Company will not tolerate employees or representatives who violate the law or act in a manner that places the Company at risk. Employees and representatives who violate this policy will be subject to disciplinary or other action, up to and including dismissal or termination. Employees and representatives should contact the Company's General Counsel for additional guidance regarding the application of this policy. Moreover, each employee and representative must immediately report any suspected violations of this policy to his or her supervisor (unless the supervisor is implicated).

### OFAC Sanctions

Many countries around the world use sanctions as a foreign policy tool. The United States, through OFAC, has imposed robust sanctions measures to cut off funding for terrorists, illegitimate regimes, and others who seek to violate basic human rights. Accordingly, OFAC sanctions broadly prohibit U.S. persons and businesses from engaging in transactions, directly or indirectly, with certain specified targets, which may include business networks, entities, individuals, geographic regions, or entire nations. In many cases, it may also be a legal violation to refer transactions that would otherwise be prohibited to non-U.S. persons or entities for the purposes of evading legal restrictions, or to otherwise facilitate transactions involving countries or persons subject to U.S. sanctions. The United Nations, European Union, and other countries have imposed many similar measures.

To ensure compliance with applicable sanctions, the Company is expected to screen proposed counterparties against the prohibited persons lists set forth by OFAC and other regulators and to avoid doing business with prohibited countries and jurisdictions. Those lists and restrictions are described further below.

- Prohibited Countries and Jurisdictions

OFAC broadly prohibits most transactions between U.S. persons and persons or entities in countries that are subject to comprehensive sanctions such as Cuba, Iran, North Korea, Syria, and the Crimea Region of Ukraine. Prohibited activities include the import and export of goods and services, whether direct or indirect, as well as "facilitation" by a U.S. person of transactions between non-U.S. parties and a sanctioned country. More limited sanctions may block particular transactions or require licenses under certain circumstances.

OFAC's country-specific sanctions are complex regulations that change from time to time as the result of new legislation or executive orders. If you have questions about whether sanctions may apply to a particular transaction, please contact the Company's General Counsel.

- Specially Designated Nationals

In addition to country-based sanctions programs, OFAC prohibits dealings with certain specified individuals and entities engaged in certain prohibited activities, called "Specially Designated Nationals" or "SDNs." SDNs include terrorists, proliferators of weapons of mass destruction ("WMD"), narcotics traffickers, members of transnational criminal organizations, and other "bad actors," including government officials or entities involved in human rights abuses, corruption, malicious cyber-attacks, and other specified activities. These SDNs are located throughout the world and include major airlines, banks, and investors. Generally, the assets of an SDN in the United States are frozen and U.S. persons are generally prohibited from dealing with them without specific authorization, in the form of a license, from OFAC. Further, if an SDN owns a 50 percent or greater interest in an entity, OFAC policy requires

that that entity must also be blocked, whether or not the entity itself has been sanctioned under the sanctions program. OFAC publishes a list of SDNs and other blocked persons (the “SDN List”) which is updated regularly.

For more information about the procedures in place to screen for SDNs and other prohibited persons on applicable lists, please see the Company’s Know Your Customer procedures, or contact the Company’s General Counsel.

- Sectoral Sanctions

OFAC also prohibits certain kinds of dealings with persons involved in specified sectors or industries, as per the designations published on OFAC’s Sectoral Sanctions Identifications (“SSI”) List. This type of sectoral designation does not result in a complete prohibition on all interactions as with SDNs. Rather, an SSI designation limits the types of interactions an entity is allowed to undertake with U.S. persons. For example, in 2014 the United States imposed sectoral sanctions targeting key sectors of the Russian economy. Specifically, U.S. persons are prohibited from transactions involving new debt with specified periods of maturity for designated entities in Russia’s financial services, energy, and defense sectors. U.S. persons are also prohibited from providing goods, support, or technology to designated Russian entities relating to the exploration or production for new deepwater, Arctic offshore, or shale projects in which a designated Russian person has a controlling interest. In 2017, the United States imposed sanctions targeting debt and equity of the Venezuelan government, including the state-owned oil company *Petróleos de Venezuela, S.A. (PdVSA)*. OFAC’s sectoral sanctions are complex regulations that change from time to time as the result of new legislation or executive orders. If you have questions about whether sanctions may apply to a particular transaction, please contact the Company’s General Counsel.

**Other Applicable Lists** Other regulators publish similar lists of prohibited persons akin to OFAC’s SDN and SSI List. The United Nations (“UN”) Consolidated Sanctions List includes all individuals and entities subject to sanctions measures imposed by the UN Security Council. The European Union (“EU”) Consolidated List reflects the European Union’s implementation of sanctions policies set forth by the UN Security Council as well as additional measures. The United Kingdom publishes a Consolidated List of Financial Sanctions Targets, which includes those subject to UN sanctions, EU sanctions and UK-specific asset freezes.

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1. A full list of the sanctions programs administered by OFAC is available at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

2. The OFAC SDN List is available at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

## U.S. Export Controls

Like U.S. sanctions, U.S. export controls are a means by which the U.S. implements international treaty obligations, such as in the areas of nuclear, chemical and biological weapons proliferation, multi-lateral sanctions, such as a U.N. arms embargoes and sanctions on companies and individuals, and its own national security and foreign policy interests.

U.S. export controls apply to all items located in the United States and to all U.S.-origin items located anywhere in the world. U.S. export controls may also apply to items manufactured outside of the United States when they are produced with certain U.S.-origin technology. Importantly, U.S. export controls “follow” items wherever they go. Thus, U.S. export controls continue to apply to items even after they are first exported out of the United States and even after the items are transferred (from one end-user to another end-user in the same country) or reexported (shipped from one country to another). Critically, U.S. export controls may also apply to the release of technology or provision of export-controlled items to non-U.S. persons, including employees, in the United States. These transfers are referred to as “deemed exports” and may require special licensing and the development of technology control plans to ensure that only authorized foreign nationals are provided access to controlled technology.

The vast majority of items subject to U.S. export controls do not require licensing or other authorization. (A notable exception to this rule is that almost all items subject to U.S. export controls require licensing when being exported or reexported to countries that are subject to comprehensive U.S. sanctions.) The remaining items subject to U.S. export controls may require licensing depending on which set of export control laws applies to them and the reasons for which they are controlled. To illustrate, all exports of defense articles and defense services are regulated by the International Traffic in Arms Regulations (“ITAR”) and require licensing to all non-U.S. destinations. U.S. and non-U.S. persons may also require licensing to broker transactions involving U.S. defense articles and defense services. In contrast, only certain items that are regulated by the Export Administration Regulations (“EAR”) will require licensing. Licensing requirements under the EAR may arise based on the export classification of item and the destination it is being sent to, based on the end-user, or due to the end use to which the items will be put.

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The UN Consolidated Sanctions List is available at <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidatedlist>. Most UN Member States implement regulations to restrict activities with persons and entities on the UN Consolidated Sanctions List.

The EU Consolidated List is available at <https://data.europa.eu/euodp/en/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>. Generally, EU sanctions target certain regimes as well as non-state entities and individuals such as terrorist groups and terrorists.

The UK Consolidated List of Financial Sanctions Targets is available at <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets>. The UK government also has the power to implement UN sanctions in advance of an EU regulation, meaning that the UK Consolidated List is more up to date of the EU Consolidated List.

With respect to end-users, U.S. export controls impose independent licensing requirements for exports to some SDNs, as well as other kinds of restricted parties that are identified on other lists, including the entity list and the denied persons list. Thus, when screening proposed agents, consultants, vendors, distributors, freight forwarders and other parties to a transaction for potential matches to restricted or prohibited parties, it is important to ensure that you are checking all potentially relevant lists. Other restrictions apply to parties identified on the unverified list and when exporting items to military end-users in Russia and Venezuela and for military end-users in China, Russia and Venezuela. Knowing and understanding the parties involved in a transaction, including your customer and the end-users of a product when different, is as critical to complying with U.S. export controls as compliance with U.S. sanctions. Additionally, knowing how the customer or end-user will use a product is also necessary to ensure that the product will not be put to any prohibited end uses without required authorizations.

U.S. export controls are complex regulations that change from time to time as the result of new legislation, regulations, or executive orders. If you have questions about whether export control licensing requirements may apply to a particular transaction, please contact the Company's General Counsel.

### **Anti-Boycott Compliance**

During the mid-1970's the United States adopted laws that seek to counteract the participation of U.S. citizens in other nation's economic boycotts or embargoes. The anti-boycott laws were adopted to encourage, and in specified cases, require U.S. firms to refuse to participate in foreign boycotts that the United States does not sanction. They have the effect of preventing U.S. firms from being used to implement foreign policies of other nations that run counter to U.S. policy. The Arab League boycott of Israel is the principal foreign economic boycott that U.S. companies must be concerned with today. The anti-boycott laws, however, apply to all boycotts imposed by foreign countries that are unsanctioned by the United States.

The anti-boycott provisions of the EAR apply to the activities of U.S. persons in the interstate or foreign commerce of the United States. The term "U.S. person" includes all individuals, corporations and unincorporated associations resident in the United States, including the permanent domestic affiliates of foreign concerns. U.S. persons also include U.S. citizens abroad (except when they reside abroad and are employed by non-U.S. persons) and the controlled in fact affiliates of domestic concerns. The test for "controlled in fact" is the ability to establish the general policies or to control the day to day operations of the foreign affiliate. Conduct that may be penalized and/or prohibited includes:

- Agreements to refuse or actual refusal to do business with or in Israel or with blacklisted companies.
- Agreements to discriminate or actual discrimination against other persons based on race, religion, sex, national origin, or nationality.
- Agreements to furnish or actual furnishing of information about business relationships with or in Israel or with blacklisted companies.
- Agreements to furnish or actual furnishing of information about the race, religion, sex, or national origin of another person.
- Implementing letters of credit containing prohibited boycott terms or conditions.

The EAR requires U.S. persons to report quarterly requests they have received to take certain actions to comply with, further, or support an unsanctioned foreign boycott.

## Compliance Audits

The Company's Finance Department or designated Compliance Officer should audit records relevant to compliance with International Trade Laws, unless agreed otherwise by Senior Management, periodically but not less than every twelve months.

## Complaints

The Company is committed to ensuring that employees can raise concerns regarding potential violations of this policy. In the event of a complaint or concern, please contact the Company's General Counsel or submit a written inquiry to [legal@oakviewgroup.com](mailto:legal@oakviewgroup.com).

## FREQUENTLY ASKED QUESTIONS AND ANSWERS ON U.S. SANCTIONS

### Can you describe the U.S. sanctions targeting Cuba, the Crimea Region of Ukraine, Iran, North Korea, and Syria?

OFAC's country-specific sanctions are complex regulations that change from time to time as the result of new legislation or executive orders. The following information is current as of June 2018:

- **Cuba.** Most transactions between the United States, or persons subject to U.S. jurisdiction, and Cuba are prohibited. Under the Obama administration, OFAC relaxed many of its sanctions on Cuba, including certain restrictions on travel and related services. Soon after assuming office, President Trump re-imposed several of the Obama administration's changes to the United States sanctions policy. Most notably, the Trump administration's new Cuba policy aimed to keep the Grupo de Administración Empresarial ("GAESA"), a conglomerate run by the Cuban military, from benefiting from the opening in U.S.-Cuba relations. On November 9, 2017, the U.S. Department of State published the "Cuba Restricted List," consisting of Cuban entities that the U.S. Government considers to be "under the control of, or act for or on behalf of, the Cuban military, intelligence, or security services personnel." The U.S. sanctions on Cuba have been revised to prohibit U.S. persons and entities from engaging in direct financial transactions with entities listed on the Cuba Restricted List.
- **Crimea.** The United States prohibits the importation or exportation of goods, services, or technology to or from the Crimea region of Ukraine, as well as new investment in the Crimea region of Ukraine by a U.S. person, wherever located. In response to Russia's annexation of the Crimea region of Ukraine in 2014, the United States imposed sanctions on certain persons determined to have undermined democratic processes and institutions in Ukraine; threatened the peace, security, stability, sovereignty, and territorial integrity of Ukraine; and contributed to the misappropriation of Ukraine's assets. These sanctions target Russian government officials, persons operating in Russia's arms or related materiel sector, and individuals and entities operating in the Crimea region of Ukraine. The United States continues to add Russian companies and individuals to the SDN list, and has also imposed sanctions on specified sectors of the Russian economy (discussed below).
- **Iran.** Most transactions between the United States, or persons subject to U.S. jurisdiction, and Iran are prohibited. In 2016, pursuant to the terms of the Joint Comprehensive Plan of Action ("JCPOA"), the United States had eased some of its sanctions with regard to Iran's nuclear program, including measures that restricted non-U.S. persons from engaging in Iran. On May 8, 2018, President Trump announced his decision to abandon the JCPOA and re-impose U.S. nuclear-related sanctions on the Iranian regime. The re-imposition of sanctions is subject to certain 90 and 180 day wind-down periods. The first expired on August 6, 2018, and the second expired on November 4, 2018. U.S. persons, including their non-U.S. located subsidiaries, continue to be generally barred from exporting goods, services, or technology directly or indirectly to Iran, or processing Iranian-re- lated transactions in the United States.

- **North Korea.** The United States prohibits the importation or exportation of goods, services, or technology to or from North Korea and the United States. OFAC sanctions also block the property and interests in property of the Government of North Korea or the Workers' Party of Korea, as well as the property of certain designated persons in certain industries in the North Korean economy or determined to have engaged in certain activities. In September 2017, the United States suspended U.S. correspondent account access to any non-U.S. bank that knowingly conducts or facilitates transactions tied to North Korea.
- **Syria.** Most transactions between the United States, or persons subject to U.S. jurisdiction, and Syria are prohibited. U.S. persons are prohibited from exporting services to or making new investments in Syria, as well as importing petroleum or petroleum products of Syrian origin. Any transaction or dealing by a U.S. person in or related to petroleum or petroleum products of Syrian origin is prohibited, as is any approval, financing, facilitation, or guarantee by a U.S. person of a transaction by a non-U.S. person where the transaction by that non-U.S. person would be prohibited if performed by a U.S. person or within the United States.

#### **What types of economic activities in Russia are prohibited?**

In 2014, the United States imposed sectoral sanctions targeting key sectors of the Russian economy. Specifically, U.S. persons are prohibited from:

- transactions involving (i) new debt with a maturity longer than 14 days; or (ii) new equity for SSI-listed entities in the Russian financial services sector, these entities' property, or their interests in property;
- transactions involving financing, or otherwise dealing in new debt with a maturity longer than 60 days to designated entities in Russia's energy sector, their property, or their interests in property; transactions involving new debt with a maturity longer than 30 days of persons related to the Russian defense sector, as identified on the SSI List, or their property; and providing goods, support, or technology to designated Russian entities relating to the exploration or production for new deepwater, Arctic offshore, or shale projects in which a designated Russian person has a controlling interest or a substantial non-controlling ownership interest.
- Notably, the United States has also designated numerous Russian individuals and entities as SDNs.

#### **What types of economic activities in Venezuela are prohibited?**

In 2017 and 2018, the United States imposed sectoral sanctions targeting debt and equity of the Venezuelan government, which includes the state-owned oil company Petróleos de Venezuela, S.A. (PdVSA). Specifically, U.S. persons are prohibited from:

- transactions involving new debt of PdVSA with a maturity of greater than 90 days, or involving new debt of the Venezuelan government (other than PdVSA) with a maturity of greater than 30 days;
- transactions involving new equity of the Venezuelan government;
- transactions involving bonds of the Venezuelan government that were issued before the executive order;
- transactions involving "dividend payments or other distributions of profits to the Venezuelan government from any entity owned or controlled, directly or indirectly, by the government of Venezuela;"
- transactions involving the purchase of securities from the Venezuelan government;
- transactions involving the purchase of debts owed to the Venezuelan government; and dealing in debt owed to the Venezuelan government that is pledged as collateral after May 21, 2018.

### **What types of activities could be considered “facilitation”?**

OFAC prohibits the “facilitation” by a U.S. person of a transaction by a non-U.S. person that would be prohibited if performed by a U.S. person or within the United States. This prohibition can extend to activities and transactions of entities entirely outside of U.S. jurisdiction—for example, it is illegal for a U.S. person to facilitate transactions between two non-U.S. parties if the U.S. entity could not engage in those transactions directly. Generally, the types of conduct that are prohibited include:

- altering operating policies or procedures to allow for prohibited transactions—for example, this might include changing corporate structures to place violative transactions in a different corporate entity;
- referring purchase orders, requests for bids, or similar business opportunities involving sanctioned entities to a non-U.S. person;
- approving, financing, insuring, or guaranteeing any transaction in which a U.S. person is prohibited from engaging directly due to sanctions;
- providing guidance to non-U.S. subsidiaries on prohibited activity, including business and legal planning, decision making, and financial and insurance risks; or
- providing goods to be used in connection with a prohibited transaction or making a purchase for the benefit of a transaction.

### **Contact Information**

If you have any questions about this Policy or concerns regarding compliance with International Trade Laws, please contact the Company’s General Counsel: [legal@oakviewgroup.com](mailto:legal@oakviewgroup.com)

## SECTION 5:

# CONDUCT & COMMUNICATION IN THE WORKPLACE

Our Code of Conduct defines the standard for what it means to be an OVG employee. It represents the Company's expectations of what it means to act ethically and within the boundaries of the law, to rigorously follow our policies and procedures, and to do "what's right."

The Code is the standard of conduct that unites and strengthens us; it allows us to continuously deliver value, and respect and build trust year after year. Integrity beyond reproach is our commitment, our foundation, and our future. OVG employees always keep this principle in mind when making business decisions and interacting with others.

The primary focus of your People and Culture senior leadership team is to help employees understand the Code. Throughout your employment with Oak View Group, we will spend time discussing it, how to follow it, and how to apply the principles to your day-to-day work. Let's get started!

## CODE OF CONDUCT POLICY

To assure safety and security and provide the best possible work environment, Oak View Group expects its employees to follow basic, common-sense rules of conduct that will protect everyone's interests and safety. It is not possible to list all forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions that may result in disciplinary action, including suspension, demotion, or termination of employment. Termination of employment may be warranted even on the first offense, depending on the seriousness and/or nature of the misconduct:

- Falsification of employment records, employment information, or other records;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any timecard, whether yours or another employee's; failing to accurately record and/or approve work time and paid time off in a timely fashion including, but not limited to, under-reporting or over-reporting of work hours;
- Theft or the deliberate or careless damage of any company property or the property of any employee or client;
- Use of company materials, supplies, tools, or products for personal reasons without advanced permission from management;
- Abuse of the Company's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance;
- Possessing, distributing, selling, transferring or using or being under the influence of alcohol or illegal drugs in the workplace;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned, managed, operated, or occupied by the Company;
- Carrying firearms, weapons, or dangerous substances at any time, on premises owned, operated, managed, or occupied by the Company, unless state law provides otherwise, or the employee is a bonified law enforcement officer. Note: This prohibition applies only to the extent allowed by applicable state law. In those states that specifically give the employee the right to maintain a lawfully possessed firearm in a locked vehicle in the employer's parking lot, employees will be permitted to maintain a firearm in their own locked vehicle in compliance with the law. Under those circumstances, employees are strictly prohibited from removing the firearm from their vehicle or carrying it on their person or into a building; employees should consult with their local or regional Human Resources representative and Security regarding site-specific rules regarding weapons stored in locked vehicles onsite;

- Using abusive, violent, threatening, or vulgar language at any time during working hours or while on premises owned or occupied by the Company; making malicious remarks, insults, epithets, or engaging in abusive, threatening, intimidating, disrespectful, or discourteous behavior towards guests or clients, potential clients or customers, contractors or vendors and/or deliberately interfering with the job performance of vendors or visitors;
- Engaging in conduct that amounts to insubordination to a lawful management directive;
- Failing to obtain permission to leave work during normal working hours, for reasons other than those protected by applicable law;
- Unauthorized use of OVG property, including, but not limited to, the unauthorized use of OVG vehicles, the use of OVG vehicles for personal and/or transporting or permitting unauthorized individuals inside OVG vehicles;
- Driving a company vehicle, including onsite low-speed vehicles (e.g., “Gators” or golf carts) or a personal vehicle for a business purpose without a valid driver’s license;
- Failing to report a personal injury or accident involving a company vehicle (or a personal vehicle while on company business) in a timely manner;
- Making unauthorized modifications to company vehicles;
- Improper use of company-issued credit cards, including failure to promptly reimburse the company for personal charges;
- Sleeping while on duty;
- Taking, receiving, selling, concealing, or possessing without authorization, property belonging to OVG, coworkers, clients, guests, performers/players, customers, contractors, or vendors or assisting others in such actions, including failing to report knowledge of such actions;
- Failing to observe working schedules, including meal and rest breaks, including taking unauthorized breaks or meal periods, or forfeiting meal breaks or rest periods in order to leave work early (“early-out”) or to personally benefit from additional work time (e.g., ability to earn tips);
- Abusing or misusing paid sick leave. Note: For employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues;
- Failing to provide a certificate (“doctor’s note”) from a health care provider when requested or required to do so to the extent permitted and in accordance with applicable law and/or OVG policy (after an absence of three consecutive shifts or scheduled days of work);
- Working overtime (by non-exempt employees) without authorization or refusing to work assigned hours; • Damaging, abusing, or misusing property belonging to OVG, co-workers, clients, guests, performers/ players, customers, contractors, or vendors;
- Stealing or misappropriating company funds (e.g., petty cash funds), including using such funds for personal purchases or personal advantage;
- Interfering with any investigation conducted by or on behalf of OVG related to the performance of work, possible violations of company policies, and/or possible violations of applicable laws/regulations including by making maliciously false statements or refusing to cooperate fully in any investigation that the company may take;
- Violating the company’s Equal Employment Opportunity and/or Discrimination, Harassment & Retaliation Prevention policies;
- Subject to applicable state law, failing to notify the company within 24 hours of (or within one business day following) a job-related conviction, including, without limitation, a plea of guilt, no contest or nolo contendere, for any felony, misdemeanor, or indictable crime (note: OVG will conduct, subject to applicable law, an individualized assessment to determine whether the employee remains suitable for continued employment in light of the conviction);
- Failing to report the revocation of any [regulatory] license required to perform the duties of your job (e.g., alcohol service, gaming license/casino operations);
- Providing or facilitating unauthorized service or theft of service;
- Possessing, disclosing, or using Confidential Information (as defined in the Confidentiality Policy and/or any applicable agreement) in an unauthorized or improper manner;
- Improperly accessing, changing, or using an OVG services account, including the account of oneself, an employee, family, or friend;
- Mishandling customer/client payments or deposits, cash, receipts or financial records;

- Falsifying travel and expense reports, benefits claims or any other business-related documents;
- Communicating in a public forum on behalf of OVG about the company's business operations, products or services unless expressly authorized to do so;
- Violating any safety, health or security policy, rule, or procedure of the Company; and
- Committing a fraudulent act or intentional breach of trust under any circumstances.

Although employment may be terminated at-will by either the employee or Oak View Group at any time, without following any formal system of discipline or warning unless otherwise provided by applicable law, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions, and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

In addition, none of these examples are intended to be interpreted to prevent employees from discussing wages, hours, and working conditions or exercising any right under the National Labor Relations Act or from communicating with or providing information to a governmental agency or commission, including the Securities and Exchange Commission, regarding possible legal violations, without disclosure to Oak View Group, as protected under Whistleblower Act laws.

## **ATTENDANCE AND PUNCTUALITY**

OVG expects all employees to exhibit good attendance. Regular, reliable, and punctual attendance is critical to OVG's efficient business operations and continued success and is an essential function of OVG positions. Employees are expected to report to work as scheduled, be on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal breaks or rest periods, or when required to leave on authorized company business or otherwise authorized to leave. Non-approved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

We do recognize, however, that there are times when absences, tardiness, and/or early departures cannot be avoided. In such cases, you must contact your supervisor or designated representative as far in advance as possible prior to your scheduled start time, unless you are unable to do so due to extreme circumstances beyond your control. The Company may inquire about the general reason for an absence, tardiness, or early departure to the extent permitted by applicable law. Unless extenuating circumstances exist or the employee is advised otherwise such as during an approved leave of absence, employees must call in on each and every day they are scheduled to work but will not report to work. Your local management team may establish a required method for communicating with your supervisor about an absence (e.g., by phone, to a dedicated phone voice mail, email, etc.), in accordance with applicable law. It is the employee's responsibility to comply with all such local rules.

If an employee calls in sick for three or more consecutive workdays or has a pattern of absence for medical reasons, the employee may be required to provide their supervisor with a doctor's note on the day the employee returns to work, to the maximum extent permitted by applicable law.

Excessive absenteeism, tardiness, and/or early departures may result in disciplinary action up to and including termination of employment unless the occurrences are otherwise protected by applicable law. Each situation of absenteeism, tardiness, and/or early departure will be evaluated on a case-by-case basis. Even one unexcused absence, tardiness, and/or early departure may be considered excessive, depending upon the circumstances. The following types of time off will not be considered grounds for disciplinary action under this policy:

- Excused time off, including vacation and other forms of paid time off;
- Sick leave provided under a mandatory sick leave law;
- Approved leaves of absence, including jury duty, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave provided under the Americans with Disabilities Act or similar state laws; and/or
- Any other absence protected by applicable law.

If an employee believes they have been mistakenly subject to disciplinary action for an absence or for tardiness that the employee believes is legally protected, the employee should promptly discuss the matter with their manager or Human Resources.

### **Absence without Notice / Job Abandonment**

Absent extraordinary circumstances or a legally protected reason, an employee who fails to report for work without any notification to their supervisor (“no-show-no-call”) for a period of three (3) consecutive shifts or workdays, generally will be considered to have abandoned their position. “Job abandonment” is considered a voluntary resignation without notice. Employees who quit without notice under these circumstances are not eligible for rehire.

### **Site-Specific Attendance Policies**

Certain business locations or field units may have specific attendance guidelines, work rules, or policies to support local business/operation needs that supplement the policy language in this Handbook. Examples would include but are not limited to a local Attendance Point Policy for non-exempt employees or employees covered by a collective bargaining agreement, and local procedures for attendance during inclement weather, including policies for early dismissal, building closure, absence due to hazardous commute, etc. Please consult with your manager or local Human Resources Representative for more information on local attendance policies and procedures, including pay ramifications.

## **TELECOMMUTING POLICY / REMOTE HOURS OF WORK**

While we are proud of our in-office expectations, we recognize that flexibility can enhance our work environment. Our business is focused on supporting live entertainment venues—operating 24 hours, 7 days a week—and expects our employees to balance the need for collaboration and communication with respect for individual employees' circumstances. In recognition of our employees' diverse needs and the potential for improved work-life balance, OVG acknowledges that certain circumstances may warrant a work-from-home arrangement or allowances. While we promote a collaborative in-office culture, we are committed to supporting our employees in achieving their best work (in the office or remotely).

Should you have some questions about this policy and the expectations, please speak with your Divisional Senior Vice President.

OVG reserves the right to modify and/or discontinue any remote work arrangement at any time, with or without advance notice, to the maximum extent permitted by applicable law.

## Work At Home Procedures

Employees must designate a safe and secure remote place to perform their duties while working remotely from home. Employees must maintain safe conditions in the remote workspace that reasonably does not endanger the employee or others and practice no less than the same safety habits and rules as those applying on OVG's premises. OVG assumes no responsibility for injuries occurring in the employee's remote workspace outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote workspace. Workers' compensation benefits are the sole remedy for job-related injuries to employees that occur in the employee's remote workspace during working hours. All job-related accidents must be reported immediately for investigation.

OVG will determine, with information supplied by the employee and the employee's supervisors, as applicable, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, and photocopiers) for each telecommuting arrangement on a case-by-case basis. The IT department will assist with securing resources in this matter. Equipment supplied by OVG will be maintained by OVG. Should an employee prefer and choose to use equipment supplied by the employee, and if deemed appropriate by OVG, such equipment will be maintained by the Employee, unless otherwise provided by applicable law. OVG accepts no responsibility for damage or repairs to employee-owned equipment unless otherwise required by applicable law. OVG reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by OVG is to be used for business purposes only unless OVG advises otherwise. The telecommuter should sign an inventory of all office property and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, at the conclusion of the telework arrangement or as otherwise requested by OVG, all Company property will be returned to OVG, unless other arrangements have been made.

Expenses and all other necessary expenditures incurred in connection with telecommuting that will be reimbursed while working remotely will be determined by employee manager, unless otherwise provided by applicable law. Please refer to the travel and entertainment policy for full details regarding expense reimbursement.

Employees should confirm they have adequate internet access to perform work. Employees who do not have access to secure, reliable internet access at their remote workplace should contact [Helpdesk@oakviewgroup.com](mailto:Helpdesk@oakviewgroup.com).

While working remotely, employees will be expected to complete their work assignments, must be available during regular business hours, and must communicate with their supervisors and others as needed.

Employees must adhere to all Company policies while working remotely. Employees must use reasonable measures to maintain the confidentiality of all work-related information and follow OVG's and client's confidentiality policies. Consistent with OVG's expectations of information security for employees working at the office, employees will be expected to ensure the protection of proprietary Company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

## PERSONAL APPEARANCE

### Dress Code / Grooming / Hygiene

Our front-facing employees are often the first point of contact between our guests/clients and OVG. As we know, “First impressions last!” – that means YOU are a vital part of the guest and client experience! Our employees are the key to making that critical favorable first impression with the public, our clients, and business contacts – and then upholding that positive impression by continuing to represent OVG and themselves in a positive manner that reflects our core values and instills confidence in our long-standing reputation for excellence.

How OVG is viewed by the public is determined by how our employees are viewed. Simply stated, employees should look well-groomed and should be dressed appropriately for their specific duties. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

Below are a few general guidelines for professional appearance:

- Clothing should not constitute a safety hazard.
- All employees should practice common sense rules of cleanliness and comfort.
- Tank tops, jogging suits, flip-flops, slippers, sandals, garments that are unnecessarily revealing, sweatpants, and other similar apparel are generally not permitted.
- Personal grooming and hygiene should include cleanliness. If an employee shaves, then the employee’s facial hair should be clean-shaven or trimmed. If an employee does not shave, facial hair should be clean.
- Jewelry may be restricted for safety reasons, based on the position.

OVG encourages all employees to be conscious of their personal appearance and hygiene while at work. Where required, uniforms should be worn during work hours and must be properly maintained. Employees must take care to ensure that nothing in their dress would result in an unprofessional or offensive customer perception. Local/regional or function-specific dress code guidelines (including appropriate footwear) may exist in your work location. Where such local guidelines and policies have been established, those guidelines and policies may supplement or supersede this policy.

We encourage employees to seek the advice of their supervisor or local/regional Human Resources representative or the OVG Corporate VP, People and Culture Compliance officer if they have questions regarding appropriate dress or appearance at work. Employees who report to work in a manner that violates this policy may be instructed by their supervisor to return home to change. The time that non-exempt employees are absent for this purpose will be unpaid unless state law requires otherwise.

Nothing in this policy or any related guideline is intended to discriminate against an employee’s sincerely held religious beliefs or practices, disability, race, or any other basis protected by applicable law. Employees who may need an accommodation based on a sincerely held religious belief or practice, disability, race, or any other basis protected by applicable law can contact their designated Human Resources representative.

## PERSONAL ELECTRONIC DEVICES

Although Oak View Group permits employees to bring personal electronic devices, including cellular phones, smartphones, and personal digital assistants, into the workplace, employees are expected to remember that working time is for work.

Therefore, employees should only engage in personal phone calls and other use of personal electronic devices during nonworking time, including meal breaks and rest periods. Outside of this time, personal phone calls and electronic communications should be kept to a minimum and for emergencies only.

OVG may send you electronic communications, including by text, voice calls, emails, and by sending messages using an automated telephone dialing system or artificial or prerecorded voice messages using the contact information you provided to OVG. These messages may be informational in nature and provide important facts related to your employment, such as scheduling your shift or coordinating time away.

Some texts may also include additional content that is not purely informational. These include texts related to benefits that OVG extends to its employees, where OVG obtains a fee or other consideration from the benefits provider when employees sign up for the benefits, and texts that contain communications that may be deemed marketing or advertising. You are not required to agree to accept texts with this additional content. Please let us know if you do not want to receive texts that have this additional content. In that case, OVG will only send you texts that are purely informational in nature.

## COMMUNICATION & COMPUTER SYSTEMS

The Company's communication and computer systems are the property of the Company and intended for business purposes. This includes the computers, related hardware, software, and networks as well as company-provided cell phones and other mobile devices, telephone, voice mail, e-mail, and Internet systems. Any personal use must not interfere with performance or operations, must not result in added expenses to the Company, and must not violate any Company policy or applicable law. Users have no legitimate expectation of privacy in regard to system usage.

Any and all telephone conversations or transmissions, e-mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, fax machine, scanner, copier, etc. may be subject to monitoring at any and all times and by any lawful means. To that end, the Company may access its communication and computer systems and obtain the communications and information within or transmitted through the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. Further, the Company may review Internet usage.

The reasons for which the Company may obtain such access include but are not limited to maintaining the systems; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies including, but not limited to, those prohibiting harassment, in their entirety, apply to the use of the Company's communication and computer systems. Additionally, employees may not use the Company's communication and computer systems in violation of any law including, but not limited to, those related to copyrights and software piracy.

All employees, upon request, must inform management of any private access codes or passwords.

No employee may access, or attempt to obtain access to, another employee's communication or computer systems without appropriate authorization.

Employees may not install, duplicate, or remove software on the Company's computer systems without prior management approval. Personal computers and other electronic devices (cell phones, flash, or thumb drives, etc.) may not be connected directly to the Company's computer systems without prior management approval.

Employees are prohibited from using personal e-mail accounts or text messaging applications to conduct Company business. Employees may not forward Company emails to a personal email address. Employees may not use any third-party email or instant messaging accounts or services (such as GMail, AOL, Yahoo, etc.) for business purposes or any purpose on the Company's computer systems that are not ordinarily used in the performance of their job duties.

Violation of this policy may result in disciplinary action, up to and including discharge.

### **Dual-Use Device Users**

Oak View Group recognizes that employees benefit from increased convenience and productivity when accessing the Company's information systems using a dual-use device. At the same time, a dual-use device can pose certain risks for the Company. Employees may use a dual-use device to conduct company business and access the Company's information systems provided that the user complies fully with this policy. Violation could result in loss of the privilege to use a dual-use device as well as disciplinary action, up to and including termination of employment.

A dual-use device means any portable electronic storage device owned by an employee and approved by the Company for use by the employee to conduct company business and/or access the Company's information systems.

The purpose of this policy is to establish requirements for employees who wish to enjoy the benefits of a dual-use device while reducing the risks to the Company. In particular, this policy is intended to (a) protect the Company's information systems against malicious software and code; (b) prevent unauthorized access to, and use, disclosure, or acquisition of, the Company's confidential and proprietary information; and (c) ensure that the Company can, at any time, obtain access to, and exercise control over, the Company's information.

### **Use of Dual-Use Devices**

#### **Physical safeguards for dual-use device**

Dual-use device users are required to maintain physical safeguards to protect any information stored on a dual-use device, such as not leaving the device unattended in the passenger compartment of a vehicle.

#### **Application of company policies to dual-use device users**

All company policies apply to employee's use of a dual-use device while on company premises or performing work for the company.

#### **Responsibility for maintaining dual-use device**

Employees responsible for maintaining their dual-use device, including paying for any service plans and other expenses, to the maximum extent permitted by applicable law.

#### **Safety**

OVG prohibits employees from using dual-use devices in an unsafe manner while driving or operating other heavy machinery.

#### **Reimbursement**

OVG will reimburse employees for the cost of company-related use of the dual-use device and describes the reimbursement process in accordance with applicable law.

#### **Enforcement**

OVG may suspend or terminate the dual-use device privilege at any time for any reason. Employees who violate this policy may be subject to discipline.

## Social Media Policy

Oak View Group recognizes that many employees engage in social media activity. For purposes of this policy, social media activity includes all types of postings on the internet, including, but not limited to, postings on social networking sites, such as Facebook, LinkedIn, TikTok, and Instagram; blogs and other online journals and diaries; bulletin boards and chat rooms; microblogging, such as X; and postings of video or audio on media-sharing sites, such as YouTube or Flickr. Social media activity also includes permitting or failing to remove posts by others whenever the employee can control the content of posts, such as on a personal page or blog.

### Application

This policy applies to all employees and applies to social media activity that relates in any way to Oak View Group business, owners, officers, executive board, employees, clients/customers, vendors, talent (performers/players), VIP ticket- and suite-holders, or competitors, or any other aspect of the Company's business that identifies an employee's affiliation with Oak View Group, its clients, or a specific OVG- owned or owned-and-operated facility (other than as an incidental mention of place of employment in personal social media activity unrelated to the Company).

**Scope of Policy** This policy applies to social media activity when on or off duty, while using the Company's or personal electronic resources, and whether or not the employee posts anonymously or using a pseudonym.

- **Know and follow the rules.** Employees should note that all pertinent company policies, such as the anti-harassment and anti-discrimination provisions, apply to personal social media use.
- **Express only your personal opinions.** Employees should not represent in any social media that they are speaking on the Company's behalf unless they are specifically authorized to do so.
- **Identify yourself in endorsements.** Employees should not disclose their affiliation with the Company if they endorse the Company's products or services in social media, unless specifically authorized to do so by the Company.
- **Be respectful.** Employees shall not post content that (a) would be threatening, abusive, knowingly false, or similarly offensive; (b) disparages the Company's/sponsors' products or services; or (c) depicts the employee engaging in conduct that violates the company policy or that is unlawful.
- **Respect Oak View Group's Intellectual Property rights.** Employees must respect and avoid using Oak View Group's intellectual property rights or others unless given express permission.
- **Use of company logo.** Employees must not use the corporate logo in a manner that would create commercial confusion.
- **Protect confidential business information.** Employees must not disclose confidential information as defined by applicable policies and/or agreements via public or private social media channels.
- **Safeguard sensitive personal information.** Employees must always take the utmost care and concern when handling sensitive personal information of our guests and employees.
- **Media contacts.** Any inquiry by the media for comment on the company's behalf must be directed to the OVG corporate press office at PR@oakviewgroup.com
- **Internal contact.** This provision identifies a specific, internal contact for employees concerned about social media content posted by others related to the company. Contact Social@oakviewgroup.com
- **References.** Employees shall not provide references for current or former employees. Any such requests are to be directed to the People and Culture team for a response.
- **Enforcement.** The company will monitor social media activities of employees, whether or not such activities are conducted with Company resources, to the fullest extent permitted by and in accordance with applicable law and will take disciplinary action against those who violate company policy.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment.

## External Speaking Engagement Requests

All external speaking requests must receive approval from Corporate Marketing/Public Relations prior to the engagement. Employees invited to speak or participate in external events or conferences, virtual or in-person, must provide details around the engagement to Corporate Marketing/Public Relations and request prior approval. Please be prepared to provide information on the inviting organization, scope of event, target audience and level of participation. Failure to receive prior approval may result in disciplinary action. Employees should reach out to their manager for direction.

## Contact with the Media

To ensure that Oak View Group communicates with the media in a consistent, timely, accurate, and professional manner about matters related to the Company, including senior leadership, employees should notify their manager immediately if they receive an inquiry for statements, comments, or information on behalf of the Company. The manager will immediately coordinate with the official OVG Press Office and take the necessary steps.

Employees should not respond to media inquiries on the Company's behalf without authorization. This rule does not prevent employees from speaking with the media, but they should not attempt to speak on behalf of the Company unless they have specifically been authorized to do so by an officer of the Company.

All field operations employees should be familiar with OVG's policy on contact with the media. Local and/or facility emergency plan(s) will provide more detail on the appropriate procedure for responding to media inquiries. Designated onsite managers will also provide periodic refresher training to staff to ensure everyone is prepared before an unforeseen incident or emergency happens. Internal building and/or office location procedures and work rules will provide more detail on privacy issues, the prohibition against posting photographs of back-of-house or restricted areas, performers, and players, etc. online, and/or commenting on or confirming/denying personal, private, or protected information pertaining to any member of the staff, VIP guest, client, talent/performer/player, or other person associated with OVG or the facility.

## Solicitation / Distribution of Literature

The Company has established the following rules apply to all employees and non-employees that govern solicitation, distribution of written material, and access to Company property:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during their working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed;
- Non-employees are not permitted to solicit or to distribute written material for any purpose on Company property; and
- Off-duty employees are not permitted in interior work areas.

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Company.

## SECTION 6:

# SAFETY, HEALTH, & SECURITY

## OVERVIEW

Oak View Group complies with the safety laws, standards, and best-practice guidelines that apply to our business. Sound safety practices are important in all OVG owned- and/or operated workplaces and locations where we do business, not just in our public spaces/venues.

To protect OVG employees, the public, our clients, and our communities, we conduct no activity without the proper safety precautions and produce/stage no event without the proper safeguards, in both public and private spaces. Employees and suppliers at OVG facilities need to obey the safety requirements that apply to our jobs, our events, and our workspaces.

## WORKPLACE VIOLENCE POLICY

The safety and security of employees, guests, clients, vendors, and anyone onsite at our locations, is of vital importance to Oak View Group. Therefore, the Company has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence - including intimidation, bullying, physical or mental abuse and/or coercion - that involve or affect company employees or that occur on OVG-owned- and/or operated/managed premises, including adjacent property under OVG control (e.g., parking, utility storage, staging lots), will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, company employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors, and anyone else on the Company's premises.

Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive, or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on company premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or the individual's family, friends, associates, or property with harm;
- The intentional destruction or threat of destruction of Oak View Group property or another individual's property;
- Menacing or threatening phone calls;
- Stalking or Cyberstalking; Workplace Bullying;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment, or current events are not considered workplace violence when there is no threat of violence being directed at the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence or condones violence in our workplace, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that violates this policy to a supervisor, manager, Security team leader or manager, or Human Resources immediately.

**Oak View Group management will make the sole determination of whether and to what extent threats or acts of violence will be acted upon by the Company. In making this determination we may undertake a case-by-case analysis to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.**

## WEAPONS IN THE WORKPLACE

Oak View Group strictly prohibits employees, or any other person providing services to the Company or located on OVG-owned-and/or operated premises, from possessing weapons of any kind at the workplace, with the exception of members of law enforcement. The workplace includes any property owned, operated, managed, or leased by the Company or occupied by groups of company employees or persons providing services to the Company.

Unless this prohibition is contrary to state or local law, the workplace specifically includes company parking areas and company vehicles. Employees are not permitted to transport or store weapons in vehicles owned or leased by the Company and used by the employee for work purposes unless the employee is required to transport or store a weapon as part of the employee's duties and he or she has written permission from the General Manager of the facility. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically 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, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles, and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

## WORKPLACE BULLYING

Oak View Group does not tolerate bullying behavior. Individuals who engage in workplace bullying may be disciplined, up to and including termination of employment.

Workplace bullying is the use of force, threats, or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning, and harmful derogatory remarks, insults, and epithets
- Verbal or physical conduct that is threatening, intimidating or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotaging, or deliberately subverting, obstructing, or disrupting another person's work performance.

### Cyberbullying / Cyber Threats

Cyberbullying refers to bullying, as defined above, that occurs through the use of a computer, cell phone, smartphone, tablet, pager, or other devices that transmit electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network. Cyberbullying is also prohibited.

### Reporting and Response

Employees who are subject to, or witness, workplace bullying are encouraged to notify their designated Human Resources representative or the OVG Corporate SVP, People and Culture, Operations and Compliance immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Company will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling, and other actions. The Company will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

### Anti-Retaliation Policy

Oak View Group strictly prohibits retaliation against an employee for making a good faith claim of bullying or for participating in good faith in an investigation of bullying.

## SMOKE-FREE WORKPLACE

Oak View Group provides a work environment that is smoke-free. Smoking is strictly prohibited inside the building.

For purposes of this policy, “smoking” pertains to tobacco use, including “chewing tobacco,” cigarettes, cigars, pipes, “vaping,” or any other form of tobacco use.

Employees who smoke or otherwise use tobacco products should do so during their regularly scheduled meal breaks or rest periods.

Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy. Employees that violate this policy or who tamper with No Smoking signs may be subject to disciplinary action up to and including termination.

## EMERGENCY EVACUATION

In the event of a fire or hazardous material emergency, the emergency fire alarm system should be activated by pulling one of the fire alarms. The source of a potential fire or hazardous material emergency should not be investigated. Any employee who suspects an emergency should report it immediately. In any emergency, reporting is the first essential step to protecting oneself and others. When the emergency fire alarm system is activated, all employees and visitors are expected to evacuate the building by exiting in an orderly manner through the nearest exit. When exiting, employees should not use elevators and should descend stairwells in an orderly manner. After exiting, employees should report to the area away from the building exits designated as the meeting location. Once employees arrive at the designated area, they should immediately report to their designated supervisor contact or supervisor [per the local / site-specific Emergency Evacuation Plan] and remain at that location until accounted for and authorized to leave. No re-entry to the building will be permitted until an official all-clear notification is given. Employees should review this policy and the evacuation procedures and notify their supervisor and Security or appropriate building/location security management staff if they believe they might require accommodation or assistance in order to comply with these procedures in the event of an emergency.

## DRUG-FREE WORKPLACE

Oak View Group strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs, or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects have worn off. For these reasons, the Company has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or non-prescribed prescription drugs, and alcohol.

## DRUG USE

### Distribution • Possession • Impairment

The Company strictly prohibits the unlawful or unauthorized use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation, and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion anywhere on Company premises, while on Company business (whether or not on Company premises), while driving a Company vehicle or driving a personal vehicle for Company business, or while representing the Company. “Illegal drugs” means all drugs whose use or possession is regulated or prohibited by federal, state, or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. To the extent permitted by state and local law, this policy also prohibits the use of marijuana and marijuana products.

The Company’s general prohibition against the possession or use of marijuana at work applies, regardless of whether an employee is certified to use marijuana for medical reasons under state law. Unless otherwise required by law, the Company will not accommodate the use or possession of marijuana by individuals who are medically authorized to use marijuana as a matter of state law but will offer such individuals alternative accommodations related to any underlying disability. If you have any questions concerning the Company’s position concerning medical marijuana in a particular location, please contact Human Resources.

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication’s effect on the employee’s ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources representative or the OVG Corporate VP, People and Culture, Operations and Compliance officer. Employees are not required to reveal the name of the medication or the underlying medical condition.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work unless such prohibition is restricted by applicable law. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

The Company reserves the right to transfer, reassign, place on leave of absence, or take other appropriate action regarding any employee during the time the employee uses medication that may affect their ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

## ALCOHOL USE

### Distribution • Possession • Impairment

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto company premises, reporting to work, driving a Company vehicle, driving a personal vehicle for Company business, representing the Company or otherwise working with alcohol in their systems. Except as required by their job duties related to serving alcohol or during internal company approved events. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee’s job performance.

## Counseling and Rehabilitation

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist employees recovering from substance and alcohol dependencies, and those who have a medical history that reflects treatment for substance abuse conditions. Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available information about counseling and rehabilitation services through its EAP Program to these employees. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation, sick leave, or if eligible, family and medical leave.

Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee cannot return to work until released by a treatment provider to do so, and when he or she receives a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy. Employees may not request an accommodation to avoid discipline for a policy violation.

## WORK-RELATED INJURIES OR ILLNESSES

An employee who sustains a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. Employees who sustain work-related injuries may receive workers' compensation benefits outlined in the Company's Workers' Compensation Insurance policy. Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should contact the Human Resources representative or the OVG Corporate SVP, People and Culture, Operations, and Compliance officer for additional information.

## USE OF COMPANY EQUIPMENT AND RESOURCES

### Company Equipment

When using company vehicles or other property, employees are expected to exercise care, maintain the property in safe working order, and follow all operating instructions, safety standards, and guidelines. Employees should notify their supervisors if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent the deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their supervisor.

All employees are expected to comply with all local, state, and federal laws while operating company vehicles and other equipment. The Company may discipline employees who engage in unlawful conduct.

## DRIVING FOR COMPANY BUSINESS

Oak View Group may have company-owned vehicles for approved selected employees to drive on company-designated business. The Company will also reimburse these employees for business use of personal vehicles in accordance with this policy, the Business Travel and Reimbursement section of this Handbook, and applicable law.

All employees are expected to comply with all local, state, and federal laws while operating company vehicles and other equipment or driving a personal vehicle for business purposes. The Company may discipline employees who engage in unlawful conduct. For example, employees who are assigned to drive a company-owned vehicle or otherwise required to drive as part of their job duties are required to have and maintain a valid driver's license, wear seat belts, and travel at a safe speed. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment. Employees will be responsible for all liabilities, fines, etc. that result from such traffic and parking violations to the extent permissible under applicable law.

Employees are to use their company-owned vehicle for work-related purposes only but may run incidental, personal errands during their commute to and from work, or during their meal break. This commuting and meal break time is the employee's time. Employees are not allowed to use company vehicles outside of normal work hours unless specifically authorized by senior management. Employees who have been assigned company-owned vehicles may use these vehicles for personal use, providing that all gasoline and oil consumed for personal use is paid for by the employee.

Company vehicles are to be driven by authorized employees only, except in the case of repair testing by a mechanic. Any accidents in company vehicles or while driving on company business, regardless of severity, must be reported immediately to the police and to the Human Resources Department and local management. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action up to and including termination of employment.

Drivers are responsible for the security of company vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended.

## CELL PHONE USE / TEXTING WHILE DRIVING

Employees whose job responsibilities include regular or occasional driving and who are issued a company cell phone (including smartphones and other mobile electronic devices) or use their personal cell phone for business-related work are expected to put safety first. Therefore, personal and company-supplied cell phones are not to be used while driving.

If an employee receives a call on a cell phone while driving, the employee must pull over safely, park, and then either answer the phone or return the call. Furthermore, if an employee needs to make a call, he or she must also pull over safely, park and then place the call. Employees also may not send or review text messages while driving as part of their job responsibilities.

The purpose of this policy is to ensure the safety of employees, other motorists, and company property. Employees who are charged with traffic violations, or cause accidents or injuries, as a result of using personal or company-issued cell phones or smartphones while driving will be responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a company-provided cellular telephone for business use or who use their personal cellular telephone for business use, are also expected to abide by the provisions of this policy.

## INCLEMENT WEATHER/OFFICE CLOSURE

This policy establishes general procedures to close or delay opening the Company due to hazardous or severe weather conditions, as well as procedures for notifying employees of a closure or delay. However, detailed instructions and procedures may vary by location and venue, and are implemented at the discretion of the building General Manager or ranking office/location manager.

The facility General Manager or designated representative is authorized to decide to close the Company due to hazardous or severe weather. When hazardous or severe weather conditions occur outside of regular business hours, the designated manager will make reasonable efforts to notify employees as soon as possible on the day of the closure.

Local management will determine how it will notify employees of any delay or closure, using any of the following ways: voicemail, hotline, email, or website.

When hazardous or severe weather occurs during the day, local management will decide whether to close early. In the event that the Company closes early due to hazardous or severe weather, non-exempt employees will be paid for all hours worked and will otherwise be paid in accordance with applicable federal and state law. For hours not worked and not otherwise compensable, non-exempt employees can use available paid time off. Exempt employees will be paid their full salary for any scheduled workday in which the Company decides to close a facility.

When the Company is open, but an employee is unable to report to work because of hazardous or severe weather, the employee should report any delay or absence to their supervisor at the earliest possible time. Employees will be required to use accrued vacation time on days when the Company is open, but the employee does not report to work because of inclement weather. For employees that do not have vacation available, non-exempt employees will be paid only for time worked and exempt employees will not be paid for full-day absences due to inclement weather. If the office remains open, employees must make a reasonable effort to report to work as scheduled.

Employees should not take unnecessary risks to report to work in unsafe conditions.

Please check with your supervisor and/or local Human Resources representative for specific work rules pertaining to inclement weather procedures at your location.

## VISITORS IN THE WORKPLACE

Restricting access to company (-owned, -operated, or -managed) premises helps maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare, and avoid potential distractions and disturbances. For this reason, only authorized visitors are allowed in the workplace and all authorized visitors, including friends, family, and former associates, must register with Security or the Front Office Reception, depending on location.

All visitors must be escorted at all times by a designated Oak View Group employee. Employees being visited are responsible for the actions of their guest(s). Should a guest of an employee act in such a manner that disrupts the normal working conditions of the Company or threatens the security of the Company and/or its employees, the employee accompanying the guest may be held responsible for the guest's actions and subject to disciplinary action up to and including termination of employment. The Company reserves the right to verify the contents of packages and briefcases brought onto company premises by visitors, to the maximum extent permitted by applicable law.

If an employee suspects or becomes aware of any unusual situation, the employee should immediately notify Security, Human Resources, and appropriate onsite facilities/operations management.

## CAMERAS AND VIDEO SURVEILLANCE

For purposes of workplace safety and security and to prevent theft and other misconduct, the Company has installed video surveillance cameras in work areas, as needed and permitted by law.

If there is any reported incident of theft, trespass, workplace violence, employee misconduct, or any type of safety violation (hereafter collectively referred to as “security incidents”), the Company will utilize its surveillance equipment as an investigatory tool in accordance with applicable law. The Company will also make use of its surveillance equipment to deter any future security incidents.

Oak View Group also reserves the right to actively monitor, through its surveillance cameras, any areas for safety reasons (to protect against equipment failure, breakage, or accident) or confidentiality reasons (to protect documents or other proprietary information), to the maximum extent permitted by applicable law.

Although the video surveillance described in this policy is intended to monitor for security incidents and other safety reasons at the Company and will be done in accordance with applicable law, it is possible that such surveillance may monitor activities not related to the Company’s business. The Company respects the privacy of its employees. Accordingly, no video cameras will be installed in the Company’s restrooms or in any lactation or changing areas.

The surveillance cameras and any video footage from the surveillance are to be used solely for the purposes of this video surveillance policy. Any unauthorized use of these video cameras and/or video recordings is strictly forbidden and may result in discipline, up to and including termination of employment.

## COMPANY’S RIGHT TO SEARCH

**Employees should have no expectation of privacy in any personal items brought into the workplace or in any Company work area or property used by the employee, whether or not locked with an employee or Company lock.**

Desks, lockers, and other storage devices are provided for the convenience of employees but remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without prior notice, to the maximum extent permitted by applicable law.

In addition, to ensure the safety and security of employees and customers, and to protect our legitimate business interests, we reserve the right to question and inspect or search any employee or other individual entering or leaving company premises or job sites, to the maximum extent permitted by applicable law. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, etc.

These items are subject to inspection and search at any time, with or without prior notice, subject to applicable law. We also may require employees to agree to reasonable inspection of their personal property and/or person while on the job or on the Company’s premises, to the maximum extent permitted by applicable law. The individual may be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out his or her pockets, etc., in the presence of a representative of the Company, typically a management employee of the same gender, to the maximum extent permitted by applicable law.

Subject to and in accordance with applicable local laws, Oak View Group management may search and review both incoming and outgoing communications, and all device information, including any password-protected employee communications.

## SECTION 7:

# HOURS OF WORK, TIMEKEEPING, PAY & EXPENSES

## HOURS OF WORK

### Work Schedules

Oak View Group-operated, owned-and-operated, and/or managed field venues are 24/7 operations. Our executive/administrative offices, whether corporate, regional, local area, remote, or onsite, support personnel and operations in a wide range of functional areas in multiple time zones. Ergo, the hours of work for OVG employees, and the hours of business for locations, vary significantly and are based on business needs.

Your supervisor will assign your work schedule. Every location will determine its “normal” hours of operation for onsite offices and departments. Please consult with your supervisor, manager, and/or local Human Resources staff for detailed information on the hours of work within your functional area. All employees are expected to be at their desk/office or designated operations work area at the start of their scheduled shift or workday, ready to perform their work.

Staffing needs and event-driven operational demands may necessitate variations in starting and ending times, days of work, as well as variations in total hours that may be scheduled each day and week.

### Site-Specific Hours of Work

Depending on business need, venue operations, geographical location, event mix or seasonality and other factors, some locations may have special site-specific hours of work or variable hours of operation. Please consult with your manager and/or local Human Resources Manager for details regarding the designated hours of work for your location.

### Early Dismissal

If local management decides to close the office or facility for a portion of a holiday week (e.g., the week between Christmas and New Year when business may be slow) and dismisses staff early, regular full-time exempt employees will be paid their normal weekly salary. Non-exempt employees will be paid for actual hours worked.

## MEAL BREAKS AND REST PERIODS

It is Oak View Group’s policy to comply with all laws regarding meal and rest breaks. Employees will be provided with meal breaks and rest periods as required under applicable state law.

If a non-exempt employee works in a state where there is no applicable meal break and/or rest period requirement or law, the Company will provide break time as appropriate, subject to operational needs and supervisor discretion.

Rest periods of short duration (lasting between five and 20 minutes) will be counted as “hours worked” and paid accordingly. Uninterrupted, duty-free meal breaks lasting 30 minutes or more are not considered “hours worked” and will not be paid for non-exempt employees.

## OVERTIME

When operations, event requirements, or other business needs cannot be met during regular working hours, employees may be scheduled to work overtime. Overtime will be scheduled with as much advance notice as possible. There will be times, however, when overtime cannot be scheduled in advance, such as emergencies, or for unexpected operational needs.

Any overtime worked by a non-exempt employee should be authorized, in advance, by the employee's supervisor. However, all overtime worked by a non-exempt employee must be recorded and reported accurately on the employee's time entry, whether or not a supervisor has authorized it. Employees will be paid for any unauthorized overtime worked but engaging in unauthorized overtime work may also result in discipline.

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. Non-exempt employees will be paid one and one-half (1.5) times their regular rate of pay for all hours worked more than 40 in one workweek and/or as otherwise required by applicable state law. Paid time off such as sick pay, holiday pay, vacation pay, and jury duty pay (where applicable) will not count toward hours worked for the purpose of determining overtime pay.

## TIMEKEEPING

### Non-exempt Employees

Non-exempt employees must record all their actual time worked to the minute without rounding up or down. Time worked should be entered and recorded on a daily basis, including arrival, departure, and meal break times.

Non-exempt employees are also expected to report all paid time off (including vacation, sick time, and holidays) promptly and accurately via an approved electronic or paper Personal Action Form (PAF) or as otherwise provided by applicable law or company policy.

Non-exempt employees must report all time worked and not work any time that is not authorized by their supervisors. This means non-exempt employees must not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless directed to do so.

Each employee is responsible for ensuring the accuracy and completeness of their time entry. Time entries are official OVG documents and completing another employee's time entry and/or intentionally submitting false time records is prohibited. By annually acknowledging this handbook, each non-exempt employee acknowledges that they must record and report all hours actually worked on a daily basis (unless not possible) and may not misrepresent the hours worked either by overstating the actual hours or by understating them. In doing so, employees must record and report any time performing services related to their duties or otherwise working for the company, even if such work is done prior to or after the scheduled shift start or stop time.

The following guidelines apply to all non-exempt employees:

- Never work “off-the-clock”;
- When taking a bona fide (uninterrupted, unpaid) meal period (generally 30 minutes or longer), employees must not perform any work duties;
- An employee’s work hours may be longer than the scheduled shift;
- Work time must include all time an employee is required to read memos or notices related to the employee’s job prior to beginning or after completing the employee’s primary work function;
- Work time must include all time an employee may spend retrieving, reading, and/or listening to work-related emails or voicemails;
- Work time (paid) must include any break lasting twenty minutes or less; and
- Employees who are unable to take a scheduled meal period or rest break should notify their supervisor so that an adjustment can be made to their schedule.

Time entries must be reviewed and approved by the employee’s supervisor. Supervisors must approve any changes and/or corrections made to time entries. It is each employee’s responsibility to bring any inaccuracies on the employee’s time record to the immediate attention of their supervisor or Human Resources. When employees receive their paychecks, they should also verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Employees who have questions about when or how many hours they are expected to work should contact their supervisor or manager; questions or concerns should be directed to their local or regional Human Resources representative.

It is a violation of the Company’s policy for anyone to instruct or encourage another employee to work “off-the-clock,” to incorrectly report hours worked or to alter another employee’s time records. “Off-the-clock” work is time spent by an employee performing work that is not reported to the Company as time worked. If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee’s time records, the employee should report the incident immediately to a Human Resources representative or the OVG Corporate VP, People and Culture, Operations and Compliance.

## EXEMPT EMPLOYEES

**Exempt employees** do not enter their daily hours worked but must promptly and accurately record and report all their paid time off via electronic or paper submission of an approved Personal Action Form (PAF) or as otherwise provided by applicable law or company policy. Examples of time off that an exempt employee must report include leaves of absence, sick leave, personal days, or vacation.

## PAYMENT OF WAGES

Employees will be paid weekly or biweekly (every other week by check or direct deposit) unless otherwise required by applicable law. Each pay period covers a two-week period. Please consult with your local Human Resources/Payroll representative or refer to the OVG Intranet site for the annual schedule of pay periods and pay dates for your business line or company.

If the regular payday falls on an OVG-recognized holiday, then employees will be paid on the workday before the regular payday. Employees who enjoy the benefit of electronic direct deposit will receive deposit advice on each payday.

For **Final Paycheck** information, please refer to Section 9 – Leaving the Company/Separation from Employment/Final Pay.

## PAYCHECK DEDUCTIONS

The Company is required by state and federal laws to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security. It may also include deductions such as garnishments. Depending on the state in which you are employed and the benefits you choose, additional deductions may occur.

The pay of some non-exempt employees may be subject to certain voluntary deductions for items such as union dues (“check off”), tools, or uniform components. Such deductions may be incremental, over several pay periods. All voluntary deductions will be made in accordance with state and federal law and will require written authorization from the employee.

The amount of all deductions will be listed on the employee’s pay stub.

## SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

Exempt salaried employees receive a salary that is intended to compensate for all hours worked for the Company. This salary is established at the time of hire. While it may be subject to review and modification from time to time, such as during salary review times, the salary is a predetermined amount that is not subject to deductions for variations in the quantity or quality of work.

Under federal and state law, exempt salaried employees’ salaries are subject to certain deductions. For example, absent contrary state law requirements, exempt salaried employees’ salaries are subject to reduction for the following reasons:

- Full-day absences for personal reasons;
- Full-day absences for sickness or disability;
- Full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave absences (either full or partial day absences);
- To offset amounts received as payment for jury and witness fees or military pay; or
- The first or last week of employment in the event of less than a full week worked.

Exempt salaried employees’ salaries are also subject to reduction for their portion of health, dental, or life insurance premiums; state, federal, or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any workweek in which exempt salaried employees perform any work, their salary is not subject to reduction for any of the following reasons:

- Partial day absences for personal reasons, sickness, or disability;
- Absence due to the Company’s decision to close a facility on a scheduled work day;
- Absences for jury duty, attendance as a witness, or military leave in any week in which any work is performed; or
- Any other deductions prohibited by state or federal law.

However, subject to applicable state and local laws, it is not an improper deduction to reduce exempt salaried employees’ accrued vacation, personal, or other forms of paid time off banks for full or partial day absences for personal reasons, sickness, or disability.

## REPORTING ERRORS AND OBTAINING MORE INFORMATION

If any employee, exempt or nonexempt, has questions about deductions from their pay, believes they have been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, the employee should contact their local Payroll Manager and the OVG Payroll Helpdesk. If the matter is not resolved timely, the employee should contact their designated local or regional Human Resources representative, a supervisor/manager, or the OVG Corporate VP, People and Culture, Operations and Compliance officer.

Every report will be fully investigated, and the Oak View Group will provide the employee with any compensation to which the employee is entitled in a timely fashion, but no later than the next regularly scheduled pay date, unless otherwise required by applicable law. To ease the financial hardship to an employee due to pay errors resulting in a shortage of greater than \$100, a manual check will be issued as soon as practicable.

Oak View Group complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

### Earnings Verification

Requests for "Earnings Summary" reports or other verification of earnings (e.g., for purposes of securing a mortgage, loan, subsidized housing, or other benefits) should be directed to the OVG Payroll Helpdesk. Paper forms verifying earnings that need to be completed and signed by the Employer may be submitted to the local Payroll Manager, Director of Finance, Office Manager, or Human Resources Manager for completion.

## HOLIDAYS

### Eligibility

Full-time employees are eligible for up to eleven (11) company-observed holidays each year. The days on which these holidays are observed may vary by location, depending on local customs, laws, and business needs.

As permitted by applicable law, to be eligible for Holiday Pay on a company-observed holiday, eligible non-exempt employees must work their scheduled shift (and any required overtime) and be on active status both on: (1) the last scheduled workday before the holiday, and (2) the first scheduled workday after the holiday, unless you are excused from work in accordance with local practice or such absences are protected by applicable law. You are not eligible for Holiday Pay for holidays that fall during a leave of absence, whether paid or unpaid.

To ensure business coverage, you occasionally may be required to work on an observed holiday and/or the company-designated holiday.

## Company Observed Holidays

Our Company offers paid time off for the observance of specific holidays each calendar year. Oak View Group observes the following paid U.S. holidays\*:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Day before Christmas (*unless Christmas falls on a Monday or Thursday, in which case the holiday will be observed on the day day after Christmas*)
- Christmas

\*Please take time to review and download the annual Holiday Schedule from the OVG Human Resources Intranet page.

If a holiday falls on a weekend day, the Company usually observes the holiday on the preceding Friday or the following Monday. Holiday observance will typically be announced in advance.

Due to the event-driven nature of our business, there may be circumstances that require employees to work on these days. Please consult with your manager to determine your schedule.

## Early Dismissal

Conversely, an OVG office, seasonal operation, or field venue may decide to close its location early during a holiday week, if business permits. In the event of "early dismissal" at the direction of management, exempt and non-exempt full-time employees will receive their regular weekly pay. Interns, part-time, temporary, and union employees would be paid for hours worked, and are not eligible to receive paid early dismissal hours.

## Holiday Pay

Eligible full-time non-exempt employees who are scheduled to work on a company-observed holiday and/or the associated company-designated holiday (if different from the actual holiday) will receive one-and-one-half (1.5) times their regular hourly rate for hours worked on either day (or in accordance with any applicable state or local law).

If an employee works on a company-observed holiday and/or the associated company-designated holiday but not their entire standard shift, then holiday pay hours will be added—not to exceed a combined total of eight (8) hours or their standard scheduled daily shift.

Employees not scheduled to work on a company-observed holiday and/or the associated company-designated holiday will receive their holiday pay for eight (8) hours or their standard scheduled daily shift.

# VACATION

## Eligibility:

Oak View Group provides paid vacation benefits to its full-time employees. This policy applies to full-time employees below the VP title. For employees at the VP title and above (as defined by the company) an Executive Level vacation plan will apply.

## Accrual:

Paid vacation benefits become available and begin to accrue to newly hired employees after their date of hire, this includes the current month of hire as outlined in the accrual above. For accrual purposes, the vacation year runs from their date of hire. Vacation time is accrued monthly, during periods that you are actively at work. On the 15th of each actively worked month, you receive 1/12th of your vacation accrual, until you reach the maximum accrual amount for the year. The maximum time available each year for an individual employee is calculated based on years of service, as discussed below.

The maximum amount of vacation that may be accrued during a calendar year is based on your completed years of service:

Completed (Full) Years of Service	Max Annual Vacation Accrual	Monthly Accrual
Up to 5 years	3 weeks (or 15 days)	10 hours
5 - 9 years	4 weeks (or 20 days)	13.33 hours
10 or more years	5 weeks (or 25 days)	16.66 hours

For full-time employees, each vacation day will equal eight hours.

If you begin a leave of absence (paid or unpaid) on or before the 15th of a given month, you will not accrue any vacation time during that month. Conversely, if you begin a leave of absence after the 15th of a month, vacation will be accrued for that month. Similarly, if you return from leave on or before the 15th of a particular month, vacation will be accrued for that month. If you return from leave after the 15th of the month, you will not accrue vacation until the month following your return. You can continue to accrue vacation until December of a particular year or until you reach your maximum accrual (as described below), whichever is earlier.

## Scheduling/Approval:

Employees should request to schedule vacation time off as far in advance as possible. Local management may set time requirements on how far in advance a vacation request should be submitted. Managers have the discretion to grant or deny scheduling requests for vacation. Vacations will be scheduled so as to provide adequate coverage of jobs and staff requirements. The Company will make the final determination in this regard.

The Company reserves the right to deny any request for vacation time and reserves the right to require employees to use accrued vacation time, including during periods of furloughs, at its discretion and in accordance with applicable law. The Company also reserves the right to mandate the use of vacation in certain instances, to the extent permitted by applicable law.

### **Borrowing Against Future Vacation Accruals:**

You may request an advance against vacation time that is not yet accrued but is projected to be accrued during the calendar year. The company permits “borrowing” of this projected vacation time before it is accrued, subject to the understanding that you will repay such amounts if your employment terminates, for any reason, prior to the vacation time being accrued to the extent permitted by applicable law and cannot borrow more than 25% of your annual allotment.

### **Vacation Pay:**

Vacations are paid at the employee’s base rate of pay at the time of absence. Vacation pay is not counted for the purpose of calculating an employee’s overtime hours of work or overtime premiums.

### **Carryover & Maximum Vacation Accrual:**

Accrued, unused vacation carries over from year to year. Nonetheless, employees will not be allowed to maintain a vacation balance greater than 150% of their maximum yearly allotment of vacation, unless otherwise required by applicable law. For instance, if an employee is eligible to accrue 4 weeks of vacation annually, they will not be allowed to accrue any more than 6 weeks of vacation at any period, unless otherwise required by applicable law. Once the maximum accrual amount has been reached, no additional vacation will accrue until previously accrued vacation is used. Employees will not be given retroactive credit for any period in which they do not accrue vacation because they were at the maximum.

### **Upon Separation of Employment:**

If you have a negative vacation balance at the time of termination (due to “borrowing”), in accordance with applicable law and subject to prior authorization where required, OVG will deduct the value of any unearned but used vacation days that were previously advanced to you from your final paycheck. If the deduction is not sufficient to cover the unearned amounts that were borrowed, you will be required to repay the value of the unpaid balance upon termination, to the extent permitted by applicable law. Unused vacation will only be paid at time of separation if required by local laws.

### **Local Rules:**

Local rules may apply to vacation time taken under this policy; you should contact your People and Culture Representative.

## **FLEXIBLE VACATION**

The purpose of this policy is to describe the conditions under which eligible employees may take vacation time off from work for periods of uninterrupted rest and relaxation.

All employees at the VP title and above (as defined by the company) are eligible for vacation pursuant to this policy.

We know our employees are dedicated professionals who work in the best interests of our customers, employees, and the Company in general. The Company allows each employee to determine, consistent with the employee’s responsibilities and business necessity, when and how much vacation time to take off. As such, vacation is not a form of additional wages for services performed, however, it is part of the Company’s promise to provide a flexible work schedule to better accommodate our employees’ lifestyles. Paid vacation time off is beneficial and employees are encouraged to take time away from work to refresh and revitalize. Accordingly, vacation is not limited, allocated, accrued, or earned. As such, there is no specific amount of vacation time provided and there is no bank of time.

Absent extenuating circumstances, employees may begin taking vacation after completing 60 calendar days of employment. Employees may schedule a reasonable vacation for any time during the current calendar year, subject to any department and/or position-specific restricted dates during which vacation is not permitted as well as the approval of the employee's manager. Employees are expected to exercise good judgment about taking vacation time and should anticipate important business activities, deliverables, and deadlines when scheduling vacations. Any single period of vacation may not exceed 15 consecutive workdays unless otherwise required by applicable law.

Employees should request vacation time from their manager as far in advance as possible. For vacations of less than one (1) week, employees are requested to give their manager at least two weeks' notice. For vacations of one (1) week or longer, employees are requested to give their manager at least four weeks' notice. Every effort will be made to approve the request. Approvals generally will be granted on a first come, first served basis and according to the needs and requirements of the employee's position, department, and business continuity. Failure to follow Company procedures may affect employees' eligibility to receive vacation benefits.

Employees will be paid their base salary for any period of approved vacation time.

Since employees do not accrue or earn vacation under this policy, employees will not be paid for any vacation upon termination of employment for any reason, unless otherwise required by applicable state law.

Questions regarding this policy should be directed to Human Resources.

## **PAID SICK LEAVE**

All full-time employees are eligible for paid sick leave pursuant to this policy.

Employees begin accruing paid sick leave at the start of employment. Employees will accrue 80 hours of paid sick leave at hire and the start of each year unless otherwise required by applicable law. For purposes of this policy, the year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Accrued paid sick leave may be used immediately for up to seven (7) calendar days in one single event period. Paid sick leave is required to run concurrently with any Family Medical Leave Act (FMLA) and any state/local leaves required by law.

In the event of the leave occurring for a personal health illness or condition which extends beyond seven calendar days, the employee is required to apply for a FMLA leave and Short Term Disability (STD). STD if approved will apply the Paid Sick Leave period as the STD elimination period and STD pay will commence (if approved) on day eight (8) of a personal medical leave.

If the employee is not on leave for a personal medical condition, but rather for one of the other leave types listed below, they will still be required to apply for FMLA (and any state/local leaves that may be applicable) in order to continue the Paid Sick Leave pay beyond calendar day seven (7).

Failure to apply for FMLA protected leave for any absence extending beyond seven (7) calendar days other than a pre-approved vacation or PTO may be subject to attendance policy and potential disciplinary action. Paid sick leave may be used in a minimum increment of 1 hour unless otherwise required by applicable law. An employee may not use more than 80 hours of accrued paid sick leave in any year unless otherwise required by applicable law.

Employees may use accrued paid sick leave for absences due to:

1. The employee's mental or physical illness, injury or health condition or need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or need for preventive medical care including routine medical appointments; The care of the employee's family member, who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or who needs preventive medical care including routine medical appointments;
2. A family member needs personal care including:
  - a. to ensure the family member's basic medical, hygiene, nutritional, or safety needs are met;
  - b. to provide transportation to medical appointments if the family member is unable to meet those needs for themselves; or
  - c. to be physically present to provide emotional support for a family member with a serious health condition who is receiving inpatient or home care;
3. Closure of the employer's place of business or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others;
4. The employee or a family member of the employee being the victim of domestic violence/family offense matters, sexual offenses, stalking, or human trafficking including, but not limited to,
  - a. obtaining services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a domestic violence/family offense matter, sexual offense, stalking, or human trafficking;
  - b. participating in safety planning, temporarily relocating, or taking other actions to increase the safety of the employee or employee's family members from future domestic violence/family offense matters, sexual offenses, stalking, or human trafficking;
  - c. meeting with a civil attorney or other social service providers to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to domestic violence/family offense matters, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
  - d. filing a complaint or domestic incident report with law enforcement;
  - e. meeting with a district attorney's office;
  - f. enrolling children in a new school; or
  - g. taking other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or employee's family member or to protect those who associate or work with the employee;
5. For parental reasons such as for the birth of a child, or for the placement of a child with an employee for adoption or foster care; or to care for a newborn, newly adopted, or newly placed child within one year of birth, adoption, or placement;
6. The time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function, or other event requested or required by a school administrator, teacher, or other professional staff members responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability;
7. For bereavement for the death of a family member;
8. For travel to and from an appointment, a pharmacy, or other location related to the purpose for which paid sick leave was taken; or
9. Any other reason required by any applicable paid sick/safe time/leave or similar law or ordinance.

For purposes of this policy, family member means a child, spouse, domestic/civil union partner, parent, sibling, grandchild, or grandparent of the employee or the employee's spouse or domestic/ civil union partner, any other individual related by blood to the employee, any other individual whose close association with the employee is the equivalent of a family relationship, and any other relation required by applicable law. The family members listed above are not limited to biological family members but also include step, foster, adoptive, half relations, and those who stand in loco parentis and legal guardians.

An employee's use of paid sick leave will not be conditioned upon searching for or finding a replacement worker however, will be conditioned upon the employee's following of required leave policies (including FMLA and/or STD).

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

If the need for the use of paid sick leave is foreseeable, an employee must provide 7 days advance notice in writing, orally or electronically to their supervisor, unless less notice is required by applicable law. Where the need is not foreseeable, employees should provide notice as early as practicable.

The Company may require supporting documentation if the employee uses paid sick leave for more than 3 consecutive workdays, to the maximum extent permitted by applicable law. For example, for paid sick leave used for reasons (1) or (2) above, documentation signed by a licensed health care provider indicating the need for the amount of paid sick leave taken and that paid sick leave was used for a covered reason under this policy and/or applicable law will be considered reasonable documentation and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness or condition, except as required by law. For example, for paid sick leave used for reason (5) above, documentation signed by an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or another professional service provider from whom the employee or that employee's family member has sought assistance in addressing domestic violence/family offense matters, sexual assault, stalking or human trafficking and their effects; a police or court record; a notarized letter from the employee explaining the need for such time; or any other acceptable documentation pursuant to applicable state or local law will be considered reasonable documentation, and such documentation need not specify the details of the domestic violence/family offense matter, sexual assault, stalking or human trafficking. Supporting documentation will not be required if it would result in an unreasonable burden or expenses on the employee and employees will be reimbursed for expenses, costs, or fees associated with obtaining supporting documentation requested by the Company to the extent required by applicable law.

Paid sick leave will be paid at the same rate as the employee earns from the employee's employment at the time the employee uses such time unless otherwise required by applicable law, but no less than the applicable minimum wage. The use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Employees may not carry over accrued, unused paid sick leave to the following year unless otherwise required by applicable law.

Accrued, unused paid sick leave will not be paid out upon separation of employment.

Employees with questions regarding this policy should contact Human Resources.

To the extent any applicable paid sick/safe time/leave or similar law or ordinance provides any greater rights than set forth in this policy, such provisions are incorporated by reference and/or addressed in a supplemental policy for covered employees.

## **ADDITIONAL PAY POLICIES**

Certain business locations or field units may have additional pay policies or practices to support local business, operations, or departmental needs that supplement the policy language in this Handbook. Examples would include Reporting (or “Show Up”) Time for certain non-exempt classifications, Donning and Doffing Time for employees required to wear company-provided uniform components and to change at work, travel time for non-exempt employees, and other types of compensable time that may be due in accordance with federal, state, or local law, or per the terms of a collective bargaining agreement. Additional pay policies would also pertain to earnings that include bonuses, commissions, wage differentials or premiums, or tipped earnings. Please consult with your manager or local Payroll or Human Resources Manager for more detail on policies regarding this type of fluctuating pay factors.

## **BUSINESS TRAVEL AND REIMBURSEMENT**

The Company will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance. Once approved, employees should make travel arrangements through the Company’s designated travel system, or as directed by their manager, and seek reimbursement in accordance with the guidelines in the complete Business Travel policy on the company intranet.

When approved, the actual cost of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Company, either directly or through Company/Corporate Credit Card. Employees are expected to limit expenses to reasonable amounts. Reimbursement of non-standard expenses (including the purchase of alcoholic beverages) incurred on business trips is within the sole discretion of the Company unless otherwise required by applicable law.

Employees should refer to the complete Business Travel Policy or ask their supervisor or Human Resources representative for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Exempt employees will be paid their regular salary for any weeks in which they travel. Non-exempt employees will be paid for travel time in accordance with company policy and with federal and applicable state wage and hour laws.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may result in disciplinary action, up to and including termination of employment.

## SECTION 8:

# EMPLOYEE BENEFITS & LEAVES

## RETIREMENT & WELFARE BENEFITS OVERVIEW

In addition to good working conditions and competitive pay, it is the Company's policy to provide a combination of retirement and welfare benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include a tax-qualified defined contribution 401(k) plan, and as of the date of this Handbook, the following welfare plan benefits medical, dental, vision, life, accidental death & dismemberment, short- and long-term disability (as described in more detail below), healthcare flexible spending accounts, and a tax-qualified transportation plan. Generally, employees who work an average of 30 hours per week (and are classified as either full time or Affordable Care Act (ACA) eligible) are eligible to participate in the welfare plans, and employees who have attained age 21 are allowed to participate in the 401(k) plan (however, interns and certain categories of employees are excluded from participation), though each plan/benefit may have its own eligibility criteria.

The specific provisions of these plans, including eligibility and benefits provisions, are summarized in each plan's summary plan description ("SPD"). SPDs may be revised from time to time. Additionally, the official plan documents are available for review upon request. In the determination of benefits or other matters under each plan, the terms of the official plan documents shall govern the language of any descriptions of the plans, including SPDs.

Further, the Company (including the officers and administrators who are responsible for administering the plans) and/or any designated plan or claims administrator retain full discretionary authority to interpret the terms of the plans as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit eligibility and entitlement.

While the Company intends to maintain these plans, it reserves the absolute right to modify, amend, or terminate these plans, and any benefits thereunder, at any time and for any reason, to the maximum extent permitted by applicable law.

\*Employees who are represented by a labor union may or may not be eligible for any or all of the benefits, policies, plans, or programs described in this Section and throughout this Handbook. The eligibility of represented employees for these benefits, policies, plans, or programs may be subject to collective bargaining; for employees who are covered by a collective bargaining agreement, the collective bargaining agreement may supersede certain terms or conditions of this handbook.

Employees should contact the Benefits Enrollment Center or email [Benefits@Oakviewgroup.com](mailto:Benefits@Oakviewgroup.com) for detailed benefits information.

## WORKERS' COMPENSATION

When work-related accidents, injuries, or illnesses occur, employees may be eligible for workers' compensation insurance benefits. The Company provides a comprehensive workers' compensation insurance program at no cost to all employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

### Reporting Work-Related Injury or Illness

Employees who sustain a work-related injury or illness must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage.

### Leaves of Absence/Accommodation

Workers' compensation is solely a monetary benefit and not a leave of absence, unless otherwise required by applicable law. Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with their designated Human Resources representative or the OVG Benefits Service Center for additional information.

### Fraud

The Company will notify the workers' compensation insurance company if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

## DISABILITY BENEFITS

All employees may be entitled to receive statutory short-term disability payments for non-occupational injuries or illnesses depending on their work location and applicable law.

Additionally, the Company offers Company-provided short-term disability benefits to eligible employees which pays a certain percentage of your covered weekly pay. Any company-provided short-term disability benefits will be reconciled with any applicable statutory short-term disability benefits.

The Company offers voluntary long-term disability insurance coverage for eligible employees for non-occupational injuries or illnesses that extend beyond the short term disability period. Long term disability is voluntary and must be elected during an enrollment period in order to provide coverage.

Short-term disability (both statutory and Company-provided) and long-term disability are solely monetary benefits and not leaves of absence. For information regarding leaves of absence that may be available while receiving these benefits, please refer to the leaves of absence policies and/or contact The OVG Benefits enrollment center for more information.

## LEAVES OF ABSENCE OVERVIEW

OVG recognizes that you will sometimes need to be absent from work for an extended period, such as when you need to report to jury duty, attend a funeral of a loved one, serve our country on military leave, or care for your own illness or that of a family member. OVG maintains the following types of leaves to assist employees with meeting these needs:

1. Bereavement Leave
2. Jury and Witness Duty Leave
3. Time Off to Vote
4. Family and Medical Leave (FML)
5. Military Leaves (and related benefits)
6. Parental Leave
7. Personal Leave (including Personal Medical Leave)
8. State and Local Leaves\*

\*See Section 10 – Acknowledgments, Resources, and Exhibits - for a list of local and state-specific leaves; these are also included in any state-specific handbooks, supplements, or addendums.

## SYSTEM ACCESS WHILE ON LEAVE OF ABSENCE

OVG wants you to focus on your needs that resulted in the request for leave while you are on leave, so that you can take the time to address those needs without distraction and return from your leave of absence when you are ready. Accordingly, the following rules will apply while you are on “inactive” status during an approved leave of absence:

1. You will still have access to OVG systems with your NT login information, but you will not have access to most OVG internal programs (such as Teams, Zoom, OneDrive, SharePoint, etc.) - you are not expected to and should not perform any work during such leave;
2. Email access through Microsoft Outlook will be disabled for employees below the Vice President level;
3. If possible, we recommend that you change your password prior to starting LOA. OVG IT security policies ensure that your password will be valid for 365 days. If you need to unlock your account or reset your password while on leave, use Self-Service Password reset or contact the IT helpdesk.
4. Note: If you have a company-issued laptop, the password used to log in to your laptop will not sync to any password change until you return to work and are able to connect to the OVG network.

For help with your account, contact IT Helpdesk. When you return from leave and are reinstated to “active” status in ADP, your full system access will be restored.

## EMPLOYEE CONTACT WHILE ON LEAVE

All parties should respectfully refrain from work-related contact during the leave period. A leave of absence is a time for the employee to recover, heal, or handle a covered non-work-related serious responsibility. Any work-related tasks performed while on leave must be reported to the employee’s designated Human Resources representative and may be compensable. Any work performed during a leave may result in termination of the leave and any related leave benefits.

## BEREAVEMENT LEAVE

Unless otherwise required by applicable law, Oak View Group offers up to three (3) days with pay to full-time employees coping with the death of any of the following family members: (a) the employee's grandparent, (b) employee's step-grandparent, (c) employee's sibling, (d) employee's step-sibling, (e) employee's grandchild, (f) employee's step-grandchild, (g) employee's sibling-in-law; or (h) any other relation required by applicable law.

Full-time employees can take up to one (1) full week (up to a maximum of forty (40) hours) of paid bereavement leave to cope with the death of the employee's parent (whether biological, adoptive, step-parent, parent-in-law, or someone who acted in loco parentis to the employee during their childhood).

Full-time employees can take up to two (2) full weeks (up to a maximum of eighty (80) hours) of paid bereavement leave to cope with the death of the employee's spouse or the employee's child (whether biological, adoptive, step-child, child-in-law, or someone for whom the employee has acted in loco parentis during childhood).

You should inform your supervisors as soon as possible when bereavement leave is needed. Local practice may require documentation of the need for bereavement leave, to the extent permitted by applicable law. You may also request to use traditional paid time off to cover any time off for extended bereavement needs or leaves that are not covered by this policy.

Bereavement leave is paid at the employee's base rate of pay at the time of absence for the number of hours the employee otherwise would have worked that day. Bereavement leave is not counted as hours worked for purposes of calculating overtime.

Leave provided pursuant to this policy will run concurrently with any other applicable leave of absence for covered reasons, to the maximum extent permitted by applicable law.

## JURY DUTY LEAVE

To help you fulfill your duty as a citizen of our community, OVG provides Jury Duty Leave. All employees are allowed time off to perform such civic service as required by applicable law.

You are eligible for Jury Duty Leave if you receive an official notice to serve on a jury. You should notify your supervisor as soon as possible after receiving notice to report for jury duty. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty. If you are released from jury duty before the end of your scheduled shift, you are expected to return to work to complete the remainder of your shift unless otherwise instructed by your supervisor or such requirement is otherwise restricted by applicable law. Upon release from jury duty, you should notify your supervisor of your ability to return to work and should submit documentation reflecting the length of your jury service to your Human Resources Representative.

Full-time employees may continue to receive your regular pay (not including overtime or shift differential pay) for a period of up to two weeks while you are serving jury duty. For all other employees, jury duty leave will be unpaid, unless otherwise required by applicable law. However, exempt employees are paid their full salary for any week in which they perform authorized work for the Company. Any pay provided for time spent on jury duty leave is not counted as hours worked for purposes of calculating overtime. Any pay provided for time spent on jury duty leave is not counted as hours worked for purposes of calculating overtime.

## TIME OFF TO VOTE LEAVE

Oak View Group encourages all employees to fulfill their civic responsibilities and to vote in official public elections. Generally, working hours are such that an employee will have ample time to cast a vote before or after their normal workday or scheduled shift. However, if any employee does not have sufficient time to vote due to their hours of work, that employee should discuss the matter with their supervisor. The Company will comply with all applicable state and municipal voting time laws.

## MILITARY LEAVE

Federal law provides employees with the right to take leave to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA.

USERRA establishes a “floor” or minimum baseline for employees’ rights with respect to military leaves. States may provide an employee with greater or additional rights with respect to military leaves than those under USERRA. If the employee works in a state that provides rights greater than those provided under USERRA, Oak View Group will provide those rights.

If an employee plans to request leave based on military service, the employee should contact their local or regional Human Resources representative or the Corporate Vice President, Operations and Compliance, People and Culture, for information on any additional rights or requirements, if applicable, under state law.

### Eligibility for Leave

Oak View Group provides military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full-time National Guard duty, state active duty for a period of 14 days or more, state active duty in response to a national emergency declared by the President under the National Emergencies Act or in support of a major disaster declared by the President under Section 401 of the Stafford Act, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty.

For purposes of this policy, “state active duty” means training or other duty, other than inactive duty, performed by a member of the National Guard of a state, under the authority of the Governor of a state. It does not include duty performed under federal authority (such as Title 10 or Title 32) or duty for which the National Guard member is entitled to pay from the federal government. A “state” includes the several states of the U.S., the District of Columbia, Puerto Rico, Guam, the Virgin Islands, and other U.S. territories.

## Notice of Leave

Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). In such instances, employees must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service.

## Compensation and Benefits During Leave

Military leave will be unpaid unless otherwise required by applicable law. Employees may elect to use any available vacation time during an otherwise unpaid military leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any military leave entitlement.

After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter.

## Reinstatement

To be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed their service on a basis that is not dishonorable or otherwise prohibited under USERRA.

Employees whose military service will be for fewer than 31 days must report back to work at the beginning of the first full, regularly scheduled workday following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Employees whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service.

Employees whose service is greater than 180 days must apply for re-employment within 90 days of completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the Company will provide training to assist the employee in the transition back to the workforce.

Vacation benefits (and other paid time off accruals) do not continue to accrue during a military leave of absence. An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began minus any vacation benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue vacation benefits at the rate they would have attained if no military leave had been taken.

Full details regarding leave entitlements including impact on benefits and reinstatement rights are available from the designated Human Resources/Benefits representative or the OVG Corporate People and Culture, Vice President of Operations and Compliance officer.

## FAMILY AND MEDICAL LEAVE (FMLA)

The following provides a brief overview of the federal Family and Medical Leave (FMLA) key features. Please consult with your Human Resources/Benefits representative, The Sun Life, or the OVG Benefits Service Center for detailed information on your individual situation as well as related leaves entitlements that may be available under state/local laws.

### Employee Eligibility

To be eligible for FMLA leave benefits, employees must:

- Have worked for the Company for a total of at least 12 months;
- Have worked at least 1,250 hours over the previous 12 months as of the start of the leave\*; and
- Have worked at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested.

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave in a 12-month period to eligible employees for certain family and medical reasons. The 12-month period is determined on a “rolling” 12-month period dating back from the time the employee uses any FMLA leave. Leave may be taken for anyone, or for a combination, of the following reasons:

- The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent (but not in-law)) with a serious health condition (Family Care Leave); and / or
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job (Serious Health Condition Leave);

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that prevents you from performing the 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 may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Military Leave

Eligible employees with a spouse, son, daughter, or parent (but not in-law) 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) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees (spouse, son, daughter, parent (but not in-law) or next of kin of a covered service member) to take up to twenty-six (26) weeks of leave to care for a covered service member with a serious injury or illness during a single 12-month period (one-time basis only). A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.” Covered service members also include a veteran who is discharged or released from military services under conditions other than dishonorable at any time during the five-year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

### **Both Spouses Working for the Company**

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

### **Intermittent or Reduced Schedule Leave**

You do not need to use this leave entitlement in one block. Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time or reducing the employee’s normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work. Leave due to military agencies may also be taken on an intermittent basis.

Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company’s operations. Please contact your local or regional Human Resources representative prior to scheduling medical treatment. If FMLA leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, the Employer may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

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.

### **Substitution of Paid Leave for Unpaid Leave**

Employees must use accrued paid time off (to the maximum extent permitted by applicable law) while on unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee’s FMLA entitlement. Receipt of disability benefits, Workers’ Compensation benefits, or other monetary benefits does not extend the maximum amount of leave time to which an employee is eligible under the FMLA.

## Employee Responsibilities

You must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, you must provide notice as soon as practicable and generally must comply with the company's normal call-in procedures.

You must provide sufficient information for the company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job function, the family member is unable to perform daily activities, there is the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave.

You also must inform the company if the requested leave is for a reason for which FMLA leave was previously taken or certified. You also may be required to provide a certification and periodic recertification supporting the need for leave.

## Failure to Provide Notice or Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, Oak View Group may presume that the employee does not plan to return to work and has voluntarily terminated his or her employment.

## Employer Responsibilities

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

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

## Requesting / Reporting FMLA Leave

FMLA administration for Oak View Group is provided by The Sun Life. To report a request for FMLA leave, please contact The Sun Life at 888-444-0239 and provide our company policy number: 963927. At that point, the leave will be given a specific Leave Identification Number (Leave ID). Under most circumstances, a Certification of Health Care Provider form must be completed by a health care provider to verify the "serious health condition" of the employee (or the employee's parent, spouse, or child) and must be returned to The Sun Life in order for time away from work to be approved as FMLA leave. Completion of the Certification of Health Care Provider form is also required for intermittent leave. Re-certification for leave will be required as necessary and permissible under applicable law.

Employees have 15 calendar days after receipt of the Certification of Health Care Provider form to have the form completed by their health care provider and returned to The Sun Life. The completed certification will be reviewed, and the employee will be notified of the determination of the eligibility for FMLA leave, except in extraordinary circumstances where such notice is not feasible. Any delay in submitting a request for FMLA leave or in supplying the appropriate documentation could result in the request being denied, with the absences from work being considered unexcused and subject to disciplinary action, up to and including termination of employment. OVG may designate leave as FML-qualifying based on the information it receives from you, your health care provider, or your spokesperson.

OVG may designate leave as FML-qualifying based on the information it receives from you, your health care provider, or your spokesperson.

You must call The Sun Life to report any intermittent FMLA absences as soon as you know that you are taking time off and enter your intermittent FMLA absences into the time entry system on a timely basis. Except in unusual or emergency circumstances, FMLA time may be denied if employees fail to report intermittent FMLA absences to The Sun Life within 48 hours of the absence and/or fail to comply with local call-out policies and procedures. Coordinated FMLA Leave with Short-Term Disability, Parental Leave Benefits, or Workers' Compensation Benefits: If The Sun Life receives a request for Short-Term Disability benefits (STD) or Parental Leave Benefits it will simultaneously process the request for FMLA leave due to your own health condition, provided you are eligible for FMLA leave and have FMLA time available. In addition, to the extent you are absent in connection with a job-related illness or injury, FMLA leave will run concurrently with the receipt of workers' compensation benefits, as applicable.

### **Outside Employment During FMLA Leave**

Subject to any state law limitations, you must notify your supervisor if you plan to continue or commence any outside employment while on FMLA leave. Failure to notify a supervisor of such outside employment may result in discipline, up to and including termination of employment, unless otherwise restricted by applicable law. You must also follow the preapproval process outlined in the Conflicts of Interest Policy/Outside Employment Policy in Section 4 – Standards of Conduct if you have not previously obtained such approval.

### **Benefits During Leave**

Oak View Group will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents.

Employees on unpaid FMLA leave, including those receiving monetary benefits from a third party such as workers' compensation benefits, are required to make premium payments during their FMLA leave to maintain coverage. Employees who are required to make premium payments will receive notifications regarding when and how to make payments. Payments must be made on a timely basis. The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12-workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 work weeks. If employees do not return to work at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave. For purposes of this paragraph, an employee will be considered to have returned to work if the employee returns to work for at least 30 calendar days, or the employee retires at the end of the FMLA leave period or within 30 days thereafter.

An employee's length of service as of the leave will remain intact, but benefits such as vacation and sick leave may not accrue while on unpaid FMLA leave.

## **Job Reinstatement**

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

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent leave.

Key employees (refer to "Definitions" in this Section) may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence.

## **Confidentiality**

Documents relating to medical certifications, recertification(s) or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

### **Fraudulent Use of FMLA Prohibited**

An employee who fraudulently obtains Family and Medical Leave from the Company is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against a such employee due to such fraud.

## **Additional Documentation**

A Notice to Employees of Rights under FMLA (WHD Publication 1420) is available on the company intranet and upon request from the People Department.

## **State Law**

A number of states have family leave laws that provide leave benefits that exceed those available to employees under the [federal] FMLA. Please refer to Section 10 – Acknowledgments, Resources, and Exhibits – at the end of this Handbook for state-specific FML laws offered as a supplement/addendum to your Handbook.

Employees should contact their local or regional Human Resources/Benefits representative for FMLA / LOA questions they may have.

## Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA; and
- Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to FMLA.

Please contact the office of the OVG Benefits Team and Operations with any concern about whether adverse employment action may have been taken as a result of your FML; the direct information can be found in Section 10 – Acknowledgments, Resources, and Exhibits at the end of this Handbook.

You can also use the internal complaint reporting options listed in Section 1 – Commitment to Diversity / Reporting Complaints / Retaliation / Harassment and Section 4 – Conduct and Communication / Standards of Conduct / Reporting Ethics Violations.

## Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. MLA section 109 (29 U.S.C. § 2619) requires FMLA-covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures. For additional information: 1-866-4US-WAGE (1- 866-487-9243) TTY 1-877-889-5627 and [www.wagehour.dol.gov](http://www.wagehour.dol.gov).

# PARENTAL LEAVE

OVG provides eligible employees with paid parental leave to enable employees to care for and bond with the employee's child after birth, adoption, or permanent placement. Parental leave will run concurrent with FML and any other required state or local job-protected leave. Check with the People and Culture Benefit or Business Partner teams regarding your leave eligibility and request.

## Eligibility

Full-time employees who have been employed for at least 6 months prior to the first day of parental leave and are the parent of a newly born, newly adopted, or permanently placed child under age 18 on or after January 1, 2023, are eligible for leave pursuant to this policy. Employees must apply for FML in order to be eligible for this leave.

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

Employees must comply with all FMLA, state and local and STD policies to be eligible for parental leave pay. A maximum of 12 weeks of paid parental leave pursuant to this policy per birth, adoption, or placement of a child/children policy. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of parental leave granted for that event pursuant to this policy.

Each week of paid parental leave is compensated at 100% of the employee's regular rate of pay.

Paid parental leave provided pursuant to this policy must be taken in weekly increments, and only following the close of any Short Term Disability leave and pay. Additionally, parental leave may be taken at any time during the twelve-month period immediately following the birth, adoption, or placement of a child. Any unused paid parental leave will be forfeited at the end of the twelve-month time frame.

## Requests for Paid Parental Leave & Interplay with Other Leaves/Monetary Benefits

Employee must contact The Sun Life to apply for Parental leave and provide written documentation of the birth or adoption in order to receive this leave and paid benefit.

Short Term Disability associated with the birth of a child must be paid first during the disability period. Paid Parental Leave will commence with the end of the disability period providing the employee has applied for this leave with The Sun Life and provided the appropriate documentation. FML time available will run concurrent with the Paid Parental Leave.

Employees must apply for any applicable statutory or voluntary sources of leave and/or monetary benefits for which they are eligible as a condition of receiving parental leave pursuant to this policy, to the maximum extent permitted by applicable law. Employees also must provide information to OVG, as requested, regarding the amount of any monetary benefits received from any applicable state/local agency or insurance carrier. Paid parental leave provided pursuant to this policy is coordinated with any applicable statutory or voluntary sources of monetary benefits so that a qualifying employee may not receive more than 100% of their base compensation pay at any time, to the maximum extent permitted by applicable law.

Additionally, leave provided pursuant to this policy will run concurrently with any other statutory or voluntary sources of leave and/or monetary benefits for which an employee may be eligible, to the maximum extent permitted by applicable law.

## Benefits During Leave

During a parental leave provided pursuant to this policy, employees will not accrue paid time off benefits or be paid for holidays. We will continue health insurance deductions as elected from the Paid Parental Leave pay, as well as all other benefit coverage during parental leave, to the extent permitted and in accordance with the applicable plans.

## Phase-Back-To-Work

Eligible employees are also entitled to take advantage of a “Phase-Back-To-Work” option offered by OVG. Following paid parental leave, employees can either return to working their normal schedule or they may take of part-time work at reduced pay, with up to two days off per week not to exceed a period of up to four weeks from the end of the parental leave period.

Under the Phase-Back-To-Work option, employees must predetermine their work schedules with their manager. Employees must return a completed Phase-Back-to-Work Request form to their HR Business Partner in advance of taking this transitional work opportunity. The Sun Life will not administer this request as the leave is now broken.

Employees with questions regarding this policy should contact their designated Human Resources representative.

## PERSONAL LEAVE

Under certain circumstances, employees who are not eligible for any other leave of absence and/or have exhausted all other leave entitlements may be granted a personal leave of absence without pay.

Unpaid personal leaves requested for reasons other than an employee's own medical reasons may be granted for up to 60 days for full-time and 21 days for part-time employees who have completed at least 90 days of service.

You should notify your supervisor (and subsequently submit a request to [benefits@oakviewgroup.com](mailto:benefits@oakviewgroup.com)) as soon as possible if you need to request a Personal Leave. Where the need for Personal Leave is foreseeable, you should provide notification at least 30 days in advance. Such requests must also be submitted to The Sun Life.

Requests for personal leave will be considered and evaluated on an individual basis. Approval or denial of such requests will be entirely at the Company's discretion. In determining the feasibility of granting such requests, factors such as the purpose of the requested leave, availability of coverage for job responsibilities during the requested leave, previous absences, length of employment, prior work records and performance and similar considerations, will be considered. All decisions to provide leave are made without regard to status in any group protected by applicable federal, state, or local law. Employees who seek Personal Leave due to their own health condition(s) generally will be required to submit documentation from their healthcare provider to substantiate their need for leave, to the maximum extent permitted by applicable law. Failure to provide the requested documentation will result in the denial of the Personal Leave, to the maximum extent permitted by applicable law.

During a personal leave, employees will not accrue paid time off benefits or be paid for holidays. An employee's benefits will typically cease during a personal leave of absence lasting 30 or more days. Consult with your designated local or regional Human Resources/Benefits representative or the OVG Corporate VP, People and Culture, Operations and Compliance officer regarding individual circumstances.

The Company will attempt to return an employee to their former position or a comparable position upon return from personal leave, at our discretion. Given changing business needs, however, no guarantee of reinstatement can be made (see below), unless otherwise required by applicable law. Employees on leave are asked to confirm their return date at least one week before they return to work.

As a condition of reinstatement, if the Personal Leave was due to your own health condition, you must obtain (at your own expense) a fitness-for-duty certification from your health care provider that you are able to return to work, with or without reasonable accommodation, to the maximum extent permitted by applicable law. If you do not provide fitness-for-duty certification to OVG at or before the time your Personal Leave is exhausted, your return to work will be delayed or denied, unless otherwise required by applicable law.

If you are unable to return to work after your period of approved Personal Leave, you will be separated administratively, subject to applicable law. Rules regarding: (a) calling out from work while on leave; (b) the use and/or accrual of PTO during leave; (c) the effect on benefits during leave; and (d) outside employment during leave, will be handled for Personal Leaves as they would be for leaves under the FMLA Leave Policy.

Failure to advise management of availability to return to work, failure to return to work after notifying the Company of expected return to work, or remaining absent from work beyond the time approved by the Company is considered a voluntary resignation of employment unless otherwise prohibited by applicable law.

# LEAVING THE COMPANY

## SEPARATION FROM EMPLOYMENT

Employees may leave the Company for a variety of reasons. Regardless of the reason, we strive to ensure that all separations from employment are handled fairly, efficiently and in compliance with applicable federal and state laws.

Reasons for termination include, but are not limited to, the following:

### Voluntary Termination

A voluntary termination means an employee has made the decision to end the working relationship with the Company. Voluntary resignations include, but are not limited to, written or verbal resignation, retirement (more fully discussed below) and job abandonment. An employee generally is considered to have abandoned their job if they fail to return to a job within three (3) consecutive workdays or shifts and has not notified the company of their intention to resign. Employees in good standing who retire or resign from their positions may be eligible for re-hire.

### Resignation

Employees who voluntarily leave the Company are encouraged to provide their supervisor with a minimum of two weeks' notice, ideally in writing, to allow a reasonable amount of time to transfer ongoing work.

1. An employee who fails to give two weeks' notice without a compelling reason and without communicating with the employer is not eligible for rehire.
2. If an employee resigns from their position, either verbally or in writing, and then reconsiders the decision and rescinds the resignation, the decision to allow the employee to return to work will be at the sole discretion of the employer. If the employer decides not to accept the rescission, the resignation will stand even if both actions occurred on the same day.

### Notice Period

1. After an employee tenders their resignation, accrued vacation time cannot be used to cover the notice period. The notice period is intended to be used as work time to facilitate the departing employee exit, reassign duties, and ensure a smooth transition of responsibilities.
2. In the rare instance that the departing employee is unproductive, has an exceedingly negative attitude, or is responsible for creating disharmony or disruption to the business after resigning, they may not be permitted to work out the remainder of the notice period. In that case, the employee will be paid through the end of business of the last day of work. The Company is not obligated to provide pay in lieu of notice to cover the full notice period but may elect to do so.

For those retiring, the Company has established retirement plans designed to provide certain benefits to eligible employees. Since the type and level of benefits vary according to the terms of each plan and are subject to modification, they are not specifically set forth in this Handbook. Each plan is described in detail in a summary plan description, a copy of which is provided to each employee eligible to participate in such a plan. Employees should contact the Human Resources representative or the OVG Corporate SVP, People and Culture, Operations and Compliance for additional information that will help to determine eligibility.

### **Involuntary Termination**

An involuntary termination occurs when the Company decides to end the working relationship with an employee. Involuntary terminations may occur for cause or for reasons other than cause.

Involuntary terminations for cause include, but are not limited to, terminations for violating company policy, misuse or theft of resources, the falsification of information, excessive absence/tardiness (for reasons other than those protected by applicable law) or unsatisfactory work performance.

Involuntary terminations for reasons other than cause include, but are not limited to, a reduction in workforce.

### **Exit Interviews**

Before leaving Oak View Group, employees may be asked to participate in a voluntary exit interview. This will provide closure to the employee's employment with the Company and will allow the Company to ensure that it has resolved various administrative matters, answered any questions about the continuation of benefits, and listened to any of the employee's comments or ideas about improving the Company's operations.

### **Final Pay**

Final wages will be paid in accordance with applicable law. In accordance with Company policy sick leave and floating holidays will not be paid upon termination unless otherwise required by applicable law.

### **Benefits Upon Termination**

If the exiting employee is enrolled in any of the Company-sponsored health benefit plans at the time of termination, benefits coverage will terminate at 12:00 am-midnight on the last day of the month of separation. The employee will be provided contact information for the carriers and may contact the OVG Benefits Service Center directly for more information; the employee will also receive information on continuation of benefits coverage options (COBRA) mailed to their address of record with thirty (30) days following the date of separation.

### **Return of Company Property**

Employees are required to return all company property that is in their possession or control in the event of termination of employment or layoff/furlough, or immediately upon request. This includes, but is not limited to keys, swipe cards, POS cards, computers, iPads, cell phones, other electronic devices, printers, office equipment, vehicles, passwords, uniforms, ID badges, and corporate credit cards.

No information belonging to the Company can be copied for the employee's use post-termination unless otherwise required by applicable law. This includes email communiques, handbooks, policies and procedures, reports, financial information, account reports, internal memos, employment documents, employee files (including the personnel file of the exiting employee, unless authorized by Human Resources and done in accordance with Company policy), or any other information.

If company property is not returned at the time of separation, or upon request, the Company may take all action deemed appropriate to recover or protect company property.

## **POST-TERMINATION**

### **Requests for References or Recommendations**

So that the Company can handle requests for job references in a consistent, fair, and lawful manner, all requests for official job references on behalf of the Company should be forwarded to OVG Corporate Human Resources, SVP of Compliance and Operations. No other person or department is authorized to release references for current or former employees.

In response to job reference requests, Oak View Group will only confirm current or former employee's dates of employment and job title. If an employee or former employee submits written authorization, the Company will also provide information regarding salary or wage history.

In accordance with OVG's policy, managers/supervisors are not permitted to provide letters of recommendation to current or former employees. This includes writing "personal" recommendations or posting recommendations online, that speak to work performance, work outcomes, or other work-related matters. Current or former employees requiring a written letter of recommendation should contact the OVG Corporate Human Resources, SVP of Compliance and Operations, for more direction.

## **VERIFICATION OF EMPLOYMENT**

OVG's policy concerning references for former employees is to disclose only the dates of employment and the title of the last position held through our third-party vendor, The Work Number at 800-367-5690 Employer Code: 25982

## **ADDRESS OF RECORD**

After leaving the Company, it is important that employees still inform Oak View Group of any change in address during the next tax year. This will ensure that the employee's W-2 tax statement is received timely.

Changes in address may be submitted electronically to the OVG Payroll or HR Helpdesks or sent via regular mail. Oak View Group's Corporate Payroll and Human Resources/ People and Culture Department contact information can be found in Section 10 – Acknowledgment, Resources, and Exhibits – at the back of this Handbook.

## **REHIRE ELIGIBILITY**

If an employee in good standing left the company and is interested in returning at some point in the future, the employee is encouraged to check OVG's website and respond to any open position of interest via iCIMS. Oak View Group welcomes the return of well-qualified and enthusiastic former employees who are knowledgeable about our business and want to continue to make a contribution.

2026

U.S. CORE EMPLOYEE HANDBOOK



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