



GROUP

EMPLOYEE HANDBOOK

I.	INTRODUCTION	3
II.	EQUAL EMPLOYMENT OPPORTUNITY POLICIES	5
	A. Equal Employment Opportunity Employer	5
	B. Policy Prohibiting Discrimination and Harassment Including Sexual Harassment	5
III.	WORKPLACE POLICIES.....	11
	A. Employee Rules of Conduct	11
	B. Violence in the Workplace	12
	C. Email and Internet Use	13
	D. Social Media Policy.....	15
	E. Smoking Policy	16
	F. Drug-Free Workplace and Substance Abuse Policy	17
	G. No Solicitation/No Distribution Policy	17
	H. Post-Employment Obligations.....	18
IV.	GENERAL EMPLOYMENT INFORMATION.....	20
	A. Immigration Law Compliance.....	20
	B. Policy on Personal Relationships	20
	C. Social Events	20
	D. Personnel Files.....	20
	E. Business Hours	21
	F. Definition of Employment Status	21
	G. Timekeeping	22
	H. Overtime	22
	I. Bonuses.....	22

J.	Expense Reimbursement	23
V.	PAID TIME OFF AND LEAVE TIME	25
A.	Holidays.....	25
B.	Paid Time Off (Full-time and Part-time Employees)	25
C.	Sick Time Off (Temporary Employees).....	26
D.	Bereavement Leave	26
E.	Jury Duty Leave	27
F.	Voting Leave	27
G.	Nursing Accommodation.....	27
H.	School-Related Events.....	27
I.	Family and Medical Leave Act and D.C. Family and Medical Leave Act	28
K.	Military Leave	34
VI.	BENEFITS	36
A.	Health Benefits	36
B.	401(k) Plan	36
VII.	RECEIPT AND ACKNOWLEDGMENT FORM.....	37

NOTICE REGARDING AT-WILL EMPLOYMENT

This employee handbook does not and is not intended to create a contract of employment between any employee and S-3 Group, LLC and/or S-3 Public Affairs (collectively, the “Company”) or guarantee any specific duration of employment with the Company. None of the policies or procedures contained in this employee handbook guarantees any employee continued or permanent employment with the Company. While the Company hopes that its employment relationships with its employees will be mutually satisfying, **the employment relationship between the Company and its employees is “at will” and thus may be terminated by either the Company or by the employee at any time with or without cause, with or without notice, and for any reason or no reason.** The foregoing description of the nature of your employment may not be altered except pursuant to a written employment agreement signed by you and the Company.

IMPORTANT NOTICES REGARDING THIS EMPLOYEE HANDBOOK

This employee handbook (the “Handbook”) contains a summary of the personnel policies of the Company. The policies contained in this Handbook supersede those set forth in any manual, handbook or other communication previously issued by the Company. The Company reserves the right to change, modify or terminate any of its policies, benefits and procedures at any time, with or without notice. While the Company will attempt to give prompt notice of the changes, there may be occasions when policies, benefits or procedures are changed without notice. This Handbook is intended to provide answers to questions you may have about the Company’s policies and procedures. The Company has sole discretion to interpret and apply the policies and procedures contained in this Handbook and to make any and all determinations of fact with respect to their application.

I. INTRODUCTION

I. INTRODUCTION

The success of our business is the result of a concerted team effort on the part of all of our employees. Our future growth similarly depends on a team of highly motivated professionals who work cooperatively together.

As with any cooperative enterprise, it is necessary to establish guidelines so that each of us will know what is expected of us and what we can expect of others. We have written this Handbook to answer some of the questions you may have concerning the Company and its personnel policies and procedures. It is essential that you read this Handbook thoroughly, familiarize yourself with its contents and retain a copy for future reference.

Any reference in this Handbook to “us,” “our,” or “we” refers to the Company; and any reference in this Handbook to “you” refers to the reader of this Handbook, an employee of the Company. You should feel free to discuss questions regarding any of the policies in this Handbook with any Partner.

It is a condition of employment with the Company that you confirm that you have read and understand the policies and procedures set forth in this Handbook and that you will abide by such policies and procedures throughout your employment at the Company. To this end, you will be required to sign and submit the Handbook Receipt and Acknowledgment Form substantially in the form that appears on the last page of this Handbook. The Company reserves the right to require that you reaffirm the Acknowledgement on a periodic basis.

II. EQUAL EMPLOYMENT OPPORTUNITY POLICIES

II. EQUAL EMPLOYMENT OPPORTUNITY POLICIES

A. Equal Employment Opportunity Employer

We are an Equal Employment Opportunity (“EEO”) Employer. It has been and will continue to be a fundamental policy of the Company not to discriminate on the basis of race, color, creed, religion, sex, gender (including pregnancy, childbirth, related medical conditions, breastfeeding and reproductive health decisions), gender identity or expression, marital status, partnership status, sexual orientation, age, national origin, alienage or citizenship status, personal appearance, victim of intrafamily offense, family responsibilities, veteran or military status, mental or physical disability, matriculation in school, status as unemployed, genetic information, political affiliation, source of income, credit information, place of residence or business or any other characteristic prohibited by federal, state, or local laws. This policy applies to all aspects of employment, including hiring, promotion, demotion, compensation, training, working conditions, transfer, job assignment, benefits, layoff, and termination.

All employees of the Company are responsible for complying with this EEO Policy. As a condition of employment, every employee is to treat all other employees equally and fairly. Perceived violations of this EEO Policy should be reported to your supervisor.

B. Policy Prohibiting Discrimination and Harassment Including Sexual Harassment

The Company is absolutely committed to a work environment that is free from harassment and intimidation based upon race, color, creed, religion, sex, gender (including pregnancy, childbirth, related medical conditions, breastfeeding and reproductive health decisions), gender identity or expression, marital status, partnership status, sexual orientation, age, national origin, alienage or citizenship status, personal appearance, victim of intrafamily offense, family responsibilities, veteran or military status, mental or physical disability, matriculation in school, status as unemployed, genetic information, political affiliation, source of income, credit information, place of residence or business or any other characteristic prohibited by federal, state, or local laws. Each individual has the right to work in a professional atmosphere in which all individuals are treated with respect and dignity and that promotes equal employment opportunity and prohibits discriminatory practices, including sexual or other unlawful harassment. The Company strictly prohibits any form of sexual or other harassment, discrimination or retaliation in the workplace. If such harassment, discrimination or retaliation does occur, the Company will take swift corrective action up to and including termination of the offender.

Sexual Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as it is in the U.S. Equal Employment Opportunity Commission’s Guidelines on Discrimination Because of Sex, as unwelcome and unwanted sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably

interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behavior and may involve individuals of the same or different genders. It is not possible to specify all of the circumstances which may constitute sexual harassment. Some courts have determined that behavior need not be explicitly "sexual" to constitute sexual harassment. Examples of strictly prohibited harassing conduct include, but are not limited to:

- unwelcome or unwanted sexual advances;
- subtle or overt pressure for sexual favors;
- sexual flirtation or advances;
- lewd, off-color, sexually-oriented comments, jokes or innuendoes;
- sexual propositions;
- preferential treatment or promise of preferential treatment to an employee for submitting to sexual conduct;
- verbal abuse of a sexual nature;
- graphic commentary about an individual's body;
- discussion of sexual prowess or sexual deficiencies;
- touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body;
- sexually-suggestive touching;
- leering, whistling, grabbing, groping, kissing, pinching, fondling, assaulting or coercing sexual acts;
- suggestive insulting or obscene comments or gestures;
- unwanted repeated requests for dates;
- sexual gestures or intimations;
- offensive email or voicemail messages;
- questions about one's sex life or experiences; or
- display in one's office or work space of sexually suggestive objects or pictures.

Similarly, words or actions that insult, degrade or exploit others on the basis of gender may constitute sexual harassment. Behavior that would tend to make the working environment unpleasant, more difficult, inhospitable or hostile to employees of a given gender – whether male or female (or, as set forth below, individuals of a particular race, color, creed, religion, sex, gender (including pregnancy, childbirth, related medical conditions, breastfeeding and reproductive health decisions), gender identity or expression, marital status, partnership status, sexual orientation, age, national origin, alienage or citizenship status, personal appearance, victim of intrafamily offense, family responsibilities, veteran or military status, mental or physical disability, matriculation in school, status as unemployed, genetic information, political affiliation, source of income, credit information, place of residence or business or any other characteristic prohibited by federal, state, or local laws) – should be avoided at all times. This prohibition extends to office or work space display of materials including, but not limited to, materials sent, received or installed on a personal computer (games, screen savers or other materials sent by email, cartoons, pictures, objects, posters, etc.) that insult, degrade or exploit others based on gender (or other characteristics protected by law as described below), whether or not intended to have that effect.

Other Types of Harassment

The Company's policy equally prohibits harassment of any individual on any other basis including, but not limited to, that individual's race, color, creed, religion, sex, gender (including pregnancy, childbirth, related medical conditions, breastfeeding and reproductive health decisions), gender identity or expression, marital status, partnership status, sexual orientation, age, national origin, alienage or citizenship status, personal appearance, victim of intrafamily offense, family responsibilities, veteran or military status, mental or physical disability, matriculation in school, status as unemployed, genetic information, political affiliation, source of income, credit information, place of residence or business or any other characteristic prohibited by federal, state, or local laws.

Harassment can include verbal or physical conduct that ridicules or shows hostility or aversion to an individual because of an individual's race, color, creed, religion, sex, gender (including pregnancy, childbirth, related medical conditions, breastfeeding and reproductive health decisions), gender identity or expression, marital status, partnership status, sexual orientation, age, national origin, alienage or citizenship status, personal appearance, victim of intrafamily offense, family responsibilities, veteran or military status, mental or physical disability, matriculation in school, status as unemployed, genetic information, political affiliation, source of income, credit information, place of residence or business or any other characteristic prohibited by federal, state, or local laws (or that of the individual's relatives, friends or associates) that has the purpose or effect of unreasonably interfering with an individual's work performance or otherwise adversely affects an individual's employment opportunities. Strictly prohibited harassing conduct includes, but is not limited to, the following: slurs, negative stereotyping, making job performance more difficult or threatening, intimidating or hostile acts that relate to race, color, creed, religion, sex, gender (including pregnancy, childbirth, related medical conditions, breastfeeding and reproductive health decisions), gender identity or expression, marital status, partnership status, sexual orientation, age, national origin, alienage or citizenship status, personal appearance, victim of intrafamily offense, family responsibilities, veteran or military status, mental or physical disability, matriculation in school, status as unemployed, genetic information, political affiliation, source of income, credit

information, place of residence or business or any other characteristic prohibited by federal, state, or local laws; or written, offensive or graphic material/pictures that are posted or circulated in the workplace and that ridicule or show hostility or aversion to an individual because of race, color, creed, religion, sex, gender (including pregnancy, childbirth, related medical conditions, breastfeeding and reproductive health decisions), gender identity or expression, marital status, partnership status, sexual orientation, age, national origin, alienage or citizenship status, personal appearance, victim of intrafamily offense, family responsibilities, veteran or military status, mental or physical disability, matriculation in school, status as unemployed, genetic information, political affiliation, source of income, credit information, place of residence or business or any other characteristic prohibited by federal, state, or local laws.

Conduct prohibited by this policy is unacceptable at the Company and in any work-related setting outside the Company, such as during business trips or business-related social events.

Procedures for Reporting Harassment or Discrimination

The Company encourages, but does not require, individuals who believe they are being harassed or are subjected to discrimination, or are aware of such conduct, to promptly tell the offender that his or her behavior is unwelcome and ask that it stop.

Whether or not an individual chooses to confront the offender directly, the individual should promptly notify his or her supervisor.

There may be instances in which an individual seeks only to discuss matters with his or her supervisor or any Partner and such discussion is encouraged. An individual reporting harassment or discrimination should be aware, however, that the Company may be obligated by law to take action beyond an informal discussion in order to properly address that situation.

Likewise, if a supervisor or manager observes or receives information regarding any harassment or discrimination, he or she MUST report it immediately to his or her supervisor and/or to any Partner.

The Company encourages prompt reporting of complaints or concerns so that rapid and appropriate action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention should prove to be the most effective method of resolving actual or perceived incidents of harassment or discrimination.

Investigation of Complaints

Any reported allegations of sexual or other harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with others who have seen or heard the alleged conduct or have other relevant knowledge.

The complaint and investigation will be handled with sensitivity, and confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances.

The Company considers any violation of this policy to constitute a major offense that can result in disciplinary action up to and including termination of employment. Any individual who violates this policy may also be personally liable in any legal action brought against him or her under applicable laws.

Anti-Retaliation

Any retaliation, including but not limited to intimidation, coercion, threats, discipline, change of work assignments, refusal to cooperate or discuss work-related matters, intentionally pressuring or harassment or discrimination resulting from an individual's making a complaint under this policy or cooperating in an investigation of a complaint of harassment or discrimination, is also a serious violation of this policy. Such conduct will itself give rise to appropriate corrective action up to and including termination of employment. Acts of retaliation should be reported immediately to any Partner where they will be promptly investigated.

C. Reasonable Accommodations

As part of its policy to comply with all equal employment opportunity laws, the Company will make reasonable accommodations for employees who are disabled, or who require accommodation because of their religion or because of pregnancy, childbirth, breastfeeding, or a related medical condition, unless such accommodation will cause an undue hardship (as defined by applicable law). Employees (and applicants) are encouraged to identify reasonable accommodations that can be made to assist them to perform the essential functions of the position they seek to occupy (including any time off for religious observations). Employees should contact any Partner in writing as soon as possible to notify the Company of the need for a reasonable accommodation and the basis therefore, and to request the opportunity to participate in a timely interactive process. By working together in good faith, the Company hopes to implement any reasonable accommodations that are appropriate and consistent with its legal obligations.

III. WORKPLACE POLICIES

III. WORKPLACE POLICIES

A. Employee Rules of Conduct

To ensure orderly operations and provide a suitable work environment, the Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the Company. Examples of impermissible conduct that may lead to disciplinary action are identified below to promote an understanding of what is considered unacceptable conduct. By providing these examples, the Company in no way restricts its discretion to discipline employees or terminate the employment relationship. It is impossible to provide an exhaustive list of the types of conduct that may result in disciplinary action. The following list, therefore, contains some examples of conduct that may lead to disciplinary action, up to and including termination of employment:

- Violation of any Company rule or any action that is detrimental to our efforts to operate profitably.
- Negligence or any careless or deliberate action which endangers the life or safety of another person.
- Being intoxicated or under the influence of a controlled substance while at work; use, possession or sale of a controlled substance in any quantity while on our premises, except medications prescribed by a physician.
- Unauthorized possession of dangerous or illegal firearms, weapons or explosives on our property.
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on our premises or when representing our Company; fighting, or provoking a fight on our property; or deliberate or negligent damage of property.
- Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work.
- Threatening or intimidating fellow employees on or off the premises at any time, for any reason.
- Engaging in an act of sabotage; deliberately or negligently causing the destruction or damage of our property, or the property of fellow employees, clients, vendors, or visitors.
- Theft or unauthorized possession of our property or the property of fellow employees; unauthorized possession or removal of our property, including documents, from the premises without prior permission from management; unauthorized use of our equipment or property for personal reasons; using our equipment for profit.
- Dishonesty; falsification or misrepresentation on your employment forms or other work records; lying about sick or personal leave; falsifying reasons for a leave of

absence or other information requested by us; alteration of our records or other documents.

- Failure to cooperate fully with any investigation.
- Failure to notify the Company if: (1) you receive a subpoena or any inquiry from any regulatory authority concerning the Company or your job duties at the Company; (2) a civil or administrative claim is asserted or threatened against the Company; or (3) any registration required for the performance of your job duties at the Company is refused, suspended, lapsed or revoked.
- Accepting remuneration, consultation, representation, trustee or directorships outside of the Company without the Company's express consent.
- Giving our confidential or proprietary information to competitors or other organizations or to unauthorized employees; working for a competing business while employed by us.
- Spending time on personal matters or outside business activities during business hours.
- Immoral conduct or indecency on our property; while representing our Company outside our office or when utilizing Company-provided services or facilities.
- Any violation of our non-discrimination, non-harassment and non-retaliation policies.
- Creating or contributing to unsanitary conditions.
- Excessive absence or lateness.
- Off-duty misconduct that reflects unfavorably upon the Company.

Nothing in this policy alters the at-will nature of employment with the Company. By providing the foregoing examples, the Company in no way restricts its discretion to discipline employees or to terminate the employment relationship with or without cause, with or without notice and for any reason or no reason.

B. Violence in the Workplace

The Company is committed to providing its employees with a safe work environment. This means that we will not tolerate any form of violence, threats of violence, intimidation of others, or attempts to instill fear in employees or agents, vendors, clients or any other third-parties that do business with or are affiliated in any way with the Company. The possession of weapons in the workplace is strictly prohibited with NO exceptions. Likewise, any behavior such as "stalking, menacing, threatening or intimidating" others is prohibited and will not be tolerated.

Any person who exhibits prohibited behavior or threatens to commit or actually commits a violent act may be removed from Company premises as quickly as safety permits, and may be asked to remain away from the worksite pending the outcome of an investigation into the incident. Individuals who commit these acts outside the workplace but which impact the workplace are also violating this policy and will be dealt with appropriately. Violations of this policy may result in disciplinary action up to and including termination of employment and the involvement of appropriate law enforcement authorities as needed.

It is every employee's responsibility to report a situation that may violate this policy. Individuals who become aware of violations of this policy should immediately notify his or her supervisor.

C. Email and Internet Use

Email and the Internet are important parts of conducting business. Improper use of these tools can result in liability to both the employee and the Company. All communications within the Company's email system and through the Internet, including email accessed through personal email accounts on the Internet or on the Company's computers or computer systems, are the property of the Company and are subject to review, retention and inspection at any time by the Company. Employees are strictly prohibited from using personal email to conduct Company business. Employees must realize that they should have no expectation of privacy in their email and instant message communications, including, but not limited to communications with legal counsel, tax specialists or other personal advisors, and Internet use that is:

- Accessed on or from the Company's premises;
- Accessed using computer equipment provided by the Company (such as a laptop or notebook computer);
- Accessed using methods paid for, captured by or otherwise supported by the Company; and/or
- Accessed in a manner that identifies the employee with the Company, whether or not during normal working hours, and whether on- or off-site.

Please bear in mind that the deletion of email and instant messages from your screen or Company email account will not ensure the elimination of an improper message. Deleted material may be retrieved and restored.

Email and the Internet may not be used to knowingly transmit, retrieve or store any communication of a discriminatory, obscene, threatening or harassing nature, to divulge confidential information or for any other purpose that is illegal or against Company policy or contrary to the Company's interest. This includes the jokes that often circulate over the Internet or via email or instant message. Remember that what is funny to one person may be offensive to another. Because of this, the Company prohibits the dissemination of jokes through any form of electronic media.

THE INTENTIONAL INTRODUCTION OF VIRUSES OR MALICIOUS TAMPERING WITH ANY COMPUTER SYSTEM IS A CAUSE FOR IMMEDIATE TERMINATION AND THE COMPANY WILL INSTITUTE LEGAL ACTION AGAINST ANY INDIVIDUAL WHO COMMITS SUCH ACTS.

Files that are downloaded from email, instant message or the Internet must be scanned with virus protection software before installation or execution. All appropriate precautions should be taken to avoid the introduction of a virus to the system and, if necessary, to prevent its spread. Please contact any Partner if you have any questions or require assistance with downloading software to Company-owned computers. Alternate Internet Service Provider connections to the Company's internal network are not permitted unless expressly authorized by the Company and the connection is properly protected by a firewall or other appropriate security device(s).

In keeping with the Company's no solicitation policy, email, instant messaging and the Internet may not be used for the distribution of any literature, petitions or surveys, fund-raising or requesting of support for any charitable, religious, political, outside business activities or other cause, or for the sale of merchandise or raffle tickets during working time.

Please note the following prohibited uses of the Company's computer, email, instant messaging and Internet systems:

- Using the Company's network to gain unauthorized access to any third party's computer system;
- Knowingly performing an act in order to interfere with the normal operation of computers, terminals, peripherals, networks or others' ability to make use of email resources;
- Knowingly running, installing, or giving to another user a program intended to damage or to place excessive load on the Company network;
- Attempting to circumvent data protection and security configurations to uncover security loopholes; and/or
- Violating terms of applicable software licensing agreements or copyright laws including downloading software and/or modifying any such files without permission from the copyright holder.

Any employee found to be abusing the privilege of Company-facilitated access to email, instant message and the Internet, or otherwise acting in violation of this policy, may be subject to revocation of the privilege and/or disciplinary action up to and including termination of employment.

No email or other electronic communication may be sent that attempts to hide the identity of the sender or represent the sender as someone else or from another firm. Using a computer account, information service or obtaining a password that you are not authorized to use is prohibited. Use of an employee's email or Internet account by any person who is not a Company employee is also forbidden. No employee should allow any visitor, whether friend, family member, client or vendor, to use the employee's email address to send a message.

D. Social Media Policy

The Company understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all of the Company's employees.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects employees or agents, vendors, clients or any other third-parties that do business with or are affiliated in any way with the Company may result in disciplinary action up to and including termination.

Know and Follow the Rules

Carefully read these guidelines and the Company's policies set forth in this Handbook including, but not limited to, the Equal Opportunity policies and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

Always be fair and courteous to fellow employees and agents, vendors, clients and any other third-parties that do business with or are affiliated in any way with the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage agents, vendors, clients and any other third-parties that do business with or are affiliated in any way with the Company, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other characteristic protected by federal, state and local laws.

Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered.

Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, its employees, agents, vendors, or clients, any other third-parties that do business with or are affiliated in any way with the Company, or people working on behalf of the Company's competitors.

Post Only Appropriate and Respectful Content

Maintain the confidentiality of the Company's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as a Company employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, your fellow coworkers or any agents, vendors, clients and any other third-parties that do business with or are affiliated in any way with the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of S-3 Group, LLC or S-3 Public Affairs."

Using Social Media at Work

Refrain from using social media while on work time or on equipment the Company provides, unless it is work-related as authorized or consistent with Company policies. Do not use the Company's email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is Prohibited

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination. If you have questions or need further guidance, please contact any Partner.

E. Smoking Policy

Smoking is prohibited anywhere in the Company's premises. Any disputes regarding this policy should be reported to any Partner. No employee will suffer retaliation or intimidation as a result of an employee's efforts to exercise his or her rights under this policy.

F. Drug-Free Workplace and Substance Abuse Policy

The Company is committed to protecting the health and safety of its employees, customers, and the communities in which it does business and ensuring a safe, productive and drug-free workplace. To further these interests, the Company has adopted the following drug-free awareness program and substance abuse policy.

No employee shall engage in the manufacture, distribution, sale, possession, or use of illegal drugs or other controlled substances or be under the influence of alcohol or illegal drugs while in the workplace, while on Company premises, while operating a vehicle in furtherance of Company business, or while otherwise engaged in Company business off premises. Because out-of-work conduct can have a serious impact on the workplace and the reputation of the Company, the Company further strictly prohibits the manufacture, distribution, sale, possession or use by its employees, agents or contractors of illegal drugs or other controlled substances at any time regardless of whether on or off duty or on or off Company premises. The Company views any violation of this policy as extremely serious and violations of this policy may result in disciplinary action, up to and including termination of employment.

Illegal drug use can create unsafe conditions as well as jeopardize the health and safety of all employees and the reputation of the Company. The Company expects every employee to cooperate in the effort to maintain a drug-free workplace. Resources may be available through the Company's health insurance plan for treatment or counseling relating to substance abuse.

Simply stated, illegal drugs have no place at the Company, and cannot and will not be tolerated under any circumstances.

In furtherance of this policy, the Company reserves the right, within the limits of the law, to conduct searches of Company property, buildings, and vehicles, as well as employee personal property, including packages, bags, handbags, and vehicles parked at or in Company premises, in order to detect evidence of the presence of illegal substances. In addition, the Company reserves the right to test employees for illegal drugs and other controlled substances in accordance with applicable law.

G. No Solicitation/No Distribution Policy

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time and at any time in working areas. "Working time" is the time an employee is engaged, or should be engaged, in performing his or her work tasks for the Company. Solicitation by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times, and distribution by using the Company's email system is prohibited during working time. Distribution of literature by non-employees on Company premises or through the Company's email system is prohibited at all times.

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

H. Post-Employment Obligations

If you leave your employment with the Company, you must return all items of Company property in your possession or control. Such items include, but are not limited to, Company credit cards, mobile phones and devices, laptops, books, documents, computer software, data, media (tapes, disks, CDs, etc., including copies of documents, software, and USB flash drives), and any equipment, ID passes and card keys belonging to the Company. You may be required to sign a statement of understanding that you have complied with the terms of this policy.

I. Confidentiality of Company Information

The Company has developed its Confidential Information at great time and expense. “Confidential Information” means all confidential, proprietary or business information related to Company’s business that is furnished to, obtained by, or created by the Company’s employees during employees’ employment with the Company and which could be used to harm or compete against the Company. Confidential Information includes, by way of illustration, such information relating to: (a) the Company’s formulae and processes used to calculate and negotiate prices; (b) employee wages, performance metrics and other personnel information; (c) the Company’s clients, including client lists, preferences, contact information, and billing histories; (d) the Company’s finances, including financial statements, balance sheets, sales data, forecasts, and cost analyses; (e) the Company’s plans and projections for business opportunities for new or developing business, including marketing concepts and business plans; (f) the Company’s research and development activities, technical data, computer files, and software; and (g) the Company’s operating methods, business processes and techniques, services, products, prices, costs, service performance, and operating results.

Except as otherwise required by law, you agree that during the course of your employment with the Company and subsequent to your separation from the Company you shall keep strictly confidential, and not disclose to any person not employed by Company, any Confidential Information, nor shall you use any of the Company’s Confidential Information for any other person or entity other than the Company.

IV. GENERAL EMPLOYMENT INFORMATION

IV. GENERAL EMPLOYMENT INFORMATION

A. Immigration Law Compliance

Upon employment with the Company, employees must provide proof of eligibility to work in the United States. Employees with special work authorizations are responsible for keeping these work authorizations up-to-date as well as ensuring that they remain valid and proper as required by the appropriate immigration authorities. An employee's failure to maintain current and valid work authorizations during the course of employment may jeopardize his or her ability to remain employed with the Company.

B. Policy on Personal Relationships

Consenting "romantic" or sexual relationships between employees may at some point lead to complications and significant difficulties for all concerned – the employee, the supervisor/manager and the Company. Accordingly, any such relationships, or similar conduct, such as dating, that is designed or may reasonably be expected to lead to the formation of a "romantic" or sexual relationship, between or among employees, shall be disclosed to the Managing Partner.

The Company does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for employees', including a supervisor's/manager's, refusal to engage in such social interaction with other employees.

In addition, and in order for the Company to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by a relationship between co-workers, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to any Partner.

This policy shall apply without regard to gender, gender identity, or the sexual orientation of the participants in a relationship of the kind described.

C. Social Events

During the course of your employment with the Company, you may have the opportunity to attend social and/or other functions as a representative of the Company. At such functions, you are required to maintain the utmost professionalism at all times and your adherence to the Company's rules of conduct is essential. In the event any person in your party fails to exhibit the same professionalism that is expected of you, please bring such conduct immediately to the attention of the Company by informing any Partner.

D. Personnel Files

The Company maintains personnel files on each employee. These files contain documentation regarding all aspects of the employee's tenure with the Company, including performance evaluations, records of disciplinary action, and salary history.

It is the responsibility of each employee to promptly notify their supervisor of any changes in personnel data such as: mailing address, telephone numbers, and individuals to be contacted in the event of an emergency. An employee's personnel data should be accurate and current at all times.

Personnel files are the property of the Company, and access to the information therein is restricted. Management personnel of the Company who have a legitimate reason to review the file are permitted to do so.

E. Business Hours

The Company's standard hours of operation are generally between 9 am to 6 pm, Monday through Friday.

The hours of individual employees, however, may vary depending on the operational needs of the Company or the individual responsibilities of the employee. You are expected to devote sufficient time to your duties to enable them to be carried out efficiently or when requested by the Company, which may require you to report to the office, or to be available to fulfill your function, outside those hours and days.

F. Definition of Employment Status

The following terms are used to describe employment status within the organization. You may be eligible for various benefits with the Company, dependent on the number of hours you work each week. Your eligibility for each benefit and policy is defined within each policy or plan.

Regular Full-Time Employees: Any non-temporary employee who is scheduled to work a standard week of 40 hours.

Regular Part-Time Employees: Any non-temporary employee who is scheduled to work less than a standard workweek, or less than 40 hours.

Temporary Employees: From time to time, the Company may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis. Temporary employees are generally ineligible for Company benefits, except to the extent required by applicable laws.

Non-Exempt and Exempt Employees: At the time of hiring, employees are classified as either "exempt" or "non-exempt" in accordance with applicable state and federal laws. This is necessary because employees in certain types of positions may be legally entitled to overtime pay for hours worked in excess of forty (40) hours per workweek. These employees are referred to as "non-exempt." "Exempt" employees are generally managers, executives, professional staff, administrative staff and others whose duties and responsibilities allow them to be "exempt" from the overtime pay provisions of applicable state and federal laws.

G. Timekeeping

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is the time actually spent performing assigned duties. Altering, falsifying, tampering with time records, or recording time on another team member's time record will result in disciplinary action, up to and including termination of employment.

Authorized personnel will review time records each week. Any changes to an employee's time record must be approved by his/her supervisor. Questions regarding the timekeeping system should be directed to your supervisor.

H. Overtime

Based upon department and work needs, non-exempt employees may be required to work overtime on occasion. All overtime requires the prior approval of a supervisor or manager. Unauthorized overtime will be paid, but may subject an employee to disciplinary action, including termination of employment. In accordance with federal and state law, non-exempt employees are eligible for overtime compensation at the rate of one and one half times the employee's regular hourly rate of pay for all hours worked in excess of 40 hours in a given calendar week. Please note the following:

- Overtime pay will be based on the total number of hours actually worked during a calendar week, not the hours worked on any given day.
- Paid time off and Company scheduled holidays are not counted as hours actually worked for the purpose of calculating overtime.

In accordance with applicable laws and regulations, the Company may implement other overtime pay arrangements it deems appropriate under specific circumstances.

I. Bonuses

Bonuses are paid at the sole discretion of the Company and may be based on a number of criteria including, but not limited to, individual performance and the economic performance of the Company. If you are eligible to receive a bonus, such bonus will not be deemed to be fully "earned" unless you are (i) employed by the Company and in good standing on the date that the Company pays the applicable bonus, and (ii) have not given notice of your intention to resign your employment as of, or prior to, the date the Company pays the applicable bonus. The Company may, in its sole discretion, implement a deferred bonus plan pursuant to which a bonus may be deferred, either in whole or in part, and vest over a period of time. To the extent that you are eligible to receive a bonus, such bonus – or any portion of such bonus pursuant to a deferred bonus plan – will not be deemed "earned" until the date that it is paid.

Your receipt of a bonus at any time, if applicable, shall not be construed as creating any expectation of or entitlement to future bonuses or with respect to the amount thereof.

J. Expense Reimbursement

The Company's policy is to reimburse employees for actual and reasonable pre-approved expenses incurred conducting Company business, including business travel and entertainment. Employees should neither gain nor lose personal funds as a result of a business assignment. Employees are expected to use good judgment when incurring business expenses. Employees who submit false, inflated or inappropriate expenses may be subject to disciplinary action, up to and including termination of employment. For further information regarding the Company's expense reimbursement policy, including business travel expense limits, please speak with any Partner.

V. PAID TIME OFF AND LEAVE TIME

V. PAID TIME OFF AND LEAVE TIME

A. Holidays

Our offices will be closed on the following holidays:

New Year's Day	Martin Luther King Day
President's Day	Independence Day
Memorial Day	Columbus Day
Labor Day	Thanksgiving Day
Veterans' Day	
Christmas Day	

In the event business needs require your attendance at work on one of the above-listed days, you may choose an alternate day to take as a "floating holiday", subject to your manager's approval. If you wish to observe any holiday not listed above, you may utilize your PTO for such holiday with the pre-approval of your manager.

B. Paid Time Off (Full-time and Part-time Employees)

The Company provides all regular full-time and part-time employees with paid time off from work in the form of vacation days and sick days ("PTO") that can be used for vacation, personal illness, time off to care for dependents, or in accordance with the Company's "Bereavement Leave" policy. All PTO used for vacation or other foreseeable absences must be scheduled in advance and approved by your immediate supervisor.

Full-time employees will generally be entitled to twenty-five (25) vacation days in each calendar year. Part-time employees shall receive a prorated vacation day allotment based on their scheduled hours. Vacation days will accrue incrementally throughout the year. You will be paid for accrued, unused vacation days upon termination of employment provided that you execute a separation agreement and general release provided by the Company.

Full-time employees will be generally be entitled to ten (10) sick days per calendar year. Part-time employees shall receive a prorated sick day allotment based on their scheduled hours. Under no circumstances will employees be paid for accrued, unused sick days upon termination of employment.

Full-time and part-time employees will generally be entitled to carry-over a maximum of five (5) PTO days beyond the calendar year in which they are allotted.

C. Sick Time Off (Temporary Employees)

The Company provides non-full-time and non-part time employees with one (1) hour of paid sick leave for every eighty-seven (87) hours worked, not to exceed three (3) days per year, in accordance with the Earned Sick and Safe Leave Amendment Act of 2013. Sick leave can be utilized after 90 days of employment.

The Company expects that employees will use sick leave for the reasons permitted under D.C. law, including: (1) an absence resulting from a physical or mental illness, injury, or medical condition of the employee; (2) an absence resulting from obtaining professional medical diagnosis or care, or preventive medical care, for the employee; (3) an absence for the purpose of caring for a child, parent, spouse, domestic partner, or any other family member who has any of the conditions or needs for diagnosis or care described above; or (4) an absence if the employee or the employee's family member is a victim of stalking, domestic violence, or sexual abuse, as permitted under D.C. law.

The term "family member" is defined as a spouse, domestic partner, a person with whom the employee shares or has shared, for not less than the preceding twelve (12) months, a mutual residence and with whom the employee maintains a committed relationship, parents of a spouse, children (including foster children and grandchildren), spouses of children, parents, brothers and sisters, spouses of brothers and sisters, or a child who lives with an employee and for whom the employee permanently assumes and discharges parental responsibility.

Sick leave may be carried over from year and year. However, non-full-time and non-part-time employees may not use more than three (3) paid sick days in one (1) year. Unused sick leave will not be paid out at the end of the year or upon separation from employment. If the need for sick leave is foreseeable, the employee shall request sick leave at least ten (10) days in advance of the leave, or as early as possible. If the sick leave is unforeseeable, a request for paid leave shall be provided to the employee's supervisor prior to his or her work shift. In the case of an emergency, the employee shall notify his or her supervisor before the start of the next work shift or within twenty-four (24) hours of the onset of the emergency, whichever is sooner. Sick days are paid at the employee's base rate of pay and are not counted as hours worked for purposes of computing overtime for non-exempt employees.

D. Bereavement Leave

In the unfortunate event of a death in an employee's immediate family, employees may be granted up to three (3) days of pay for bereavement leave. If additional time is needed, the employee may use his or her PTO time.

"Immediate family" includes the employee's spouse, domestic partner, parents (including step parents, parents-in-law and parents of a domestic partner), grandparents, siblings, children, children of domestic partners, step children, adopted children or any child for whom the employee has parenting responsibilities.

Upon the pre-approval from an employee's supervisor, an employee may use PTO or take days without pay in the event of the death of someone not in a relationship listed above. The Company reserves the right to require verification of the need for leave pursuant to this policy.

E. Jury Duty Leave

The Company shall not deprive an employee of employment, threaten, or otherwise coerce an employee with respect to employment because the employee receives a summons, responds to a summons, serves as a juror, or attends court for prospective jury service.

Upon your receipt of a notice for jury duty, you should immediately notify your supervisor as well as any Partner. Employees who are on jury duty shall be eligible to receive full pay for the first five (5) days of service. You are expected to report to work any day you are excused from jury duty.

Upon your return to work, you must notify any Partner and submit a signed Certificate of Jury Service (obtained from the court) indicating the number of days served. Note: if the jury duty falls at a time when business needs require your presence, the court may allow you to choose a more convenient time to serve.

F. Voting Leave

The Company encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If you are unable to find time either between the opening of the polls and the beginning of your work day or between the end of your work day and the closing of the polls, you may take up to two (2) hours of paid time off to vote.

G. Nursing Accommodation

To the extent required by applicable laws, nursing employees will be permitted during regular paid break or meal time or reasonable unpaid break time to express breast milk for their nursing child. Employees are required to give notice, before returning to work after a birth, of their intent to use this benefit. Where feasible, the Company will provide nursing employees with a room or other location in close proximity to the nursing employee's work area where they may express breast milk in private. The Company will not tolerate discrimination against nursing employees electing to take break time to express breast milk in the workplace.

H. School-Related Events

Employees who are parents are entitled to a total of twenty-four (24) hours of unpaid leave during any twelve month period to attend or participate in school-related events for their children without loss of benefits. For purposes of parental leave, a parent is a natural mother or father of a child; a person who has legal custody of a child; a person who acts as the child's guardian, regardless of whether he or she has been appointed legally as such; a child's aunt, uncle or grandparent; or a person who is married to any of the persons listed above. A school-related event is any activity sponsored by either a school or an associated organization such as a parent-teacher association. Examples of events for which leave may be taken include school concerts, plays or rehearsals, sporting games or practices for a school team, meetings with teachers and counselors, or any similar type of activity. The event must involve the qualifying employee's child either as a direct participant or subject, but not as spectator.

An employee may substitute PTO for parental leave. Unless the school-related event is unforeseeable, the employee must notify his or her supervisor of the request for leave at least ten (10) calendar days prior to the event.

I. Family and Medical Leave Act and D.C. Family and Medical Leave Act

The federal Family & Medical Leave Act of 1993 (“FMLA”) as amended in 2008 requires certain employers to provide eligible employees with unpaid leave (“FMLA Leave”). There are two types of FMLA Leave available under the FMLA: (1) the basic 12-week leave entitlement (“Basic FMLA Leave”); and (2) military family leave entitlements (“Military Family Leave”). Both types of leave are described in this policy.

An employee may be eligible for leave under D.C. law. D.C.’s FMLA applies to employers with 20 or more employees in D.C. and covers employees who have worked at least 1,000 hours in the last twelve (12) months. The leaves available to eligible employees are sixteen (16) weeks per twenty-four (24) month period for an employee’s serious health condition and sixteen (16) weeks per twenty-four (24) month period for family leave (birth of a child, adoption, or other permanent placement of a child with the employee, or to care for a family member, as defined by applicable law, who has a serious health condition. To find out about the availability of D.C. FMLA leave, please contact any Partner.

Eligibility for FMLA Leave

Employees are eligible for FMLA leave if they: (1) work for a private-sector employer with 50 or more employees in 20 or more workweeks in the current or preceding calendar year; (2) have worked for the Company for at least 12 months; (3) have worked at least 1,250 hours for the Company during the 12 calendar months immediately preceding the request for leave; and (4) work at a location where the employer has at least 50 employees within 75 miles.

The 12 months of service need not be consecutive. However, employment prior to a break in service of seven years or more will not be counted, unless the break in service was caused by the employee’s active duty with the National Guard or Reserve, or there is a written agreement between the employee and the Company concerning the Company’s intention to rehire the employee after the break in service.

Employees with any questions about their eligibility for FMLA Leave should contact any Partner for more information.

Basic FMLA Leave

Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period (measured from the date an employee’s first Basic FMLA Leave begins) for one of the following reasons: (1) to care for the employee’s son or daughter during the first 12 months following birth; (2) to care for a child during the first 12 months following placement with the employee for adoption or foster care; (3) to care for a spouse, son, daughter or parent (called a “covered relation”) with a serious health condition; or (4) for the employee’s incapacity due to the employee’s pregnancy, prenatal medical or child birth; or (5) because of the employee’s own serious health condition that renders the employee unable to perform an essential function of his or her position.

Military Family Leave

There are two types of Military Family Leave available to employees who are eligible to take FMLA Leave: (1) Qualifying Exigency Leave; and (2) Leave to Care for a Covered Service Member. Both types of Military Family Leave are set forth below.

1. Qualifying Exigency Leave

Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies.

Qualifying Exigency Leave may be used because of any qualifying exigency arising out of the fact that the spouse, son, daughter or parent of the employee is on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the Armed Forces.

Covered Active Duty means duty during deployment with the Armed Forces to a foreign country (for a member of a regular component of the Armed Forces) or duty during deployment with the Armed Forces to a foreign country under a call or order to active duty (for a member of a reserve component of the Armed Forces).

Qualifying exigencies may include:

- Short-Notice Deployment: when a covered individual is notified 7 days or fewer prior to deployment, the eligible employees may take up to 7 calendar days of leave from the moment of the covered individual's notification;
- Attending certain military events;
- Attending certain childcare/school activities;
- Addressing certain financial and legal arrangements;
- Attending certain counseling sessions;
- Rest and Recuperation: this time may be taken to spend with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. Eligible employees may take up to 5 days of leave for each instance of rest and recuperation;
- Attending certain post-deployment activities; and
- Other activities arising out of the covered military member's active duty or call to active duty if the Company and the employee agree that such other activities shall qualify as an exigency and agree to the timing and duration of leave.

2. Leave to Care for a Covered Service Member

There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA Leave to take up to 26 weeks of leave to care for a Covered Service Member during a single 12-month period (measured from the first day an eligible employee takes FMLA Leave to care for a Covered Service Member) if the employee is the spouse, son, daughter, parent or next of kin caring for a Covered Service Member recovering from a serious injury or illness.

Covered Service Member is: (1) a 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 otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

A “serious illness or injury” means: (1) for a member of the Armed Forces (including a member of the National Guard or Reserves), in injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or (2) for a veteran who was a Covered Service Member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Intermittent and Reduced Schedule Leave

FMLA Leave because of a serious health condition or a serious injury or illness may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday) if medically necessary. FMLA Leave because of a qualifying contingency may also be taken intermittently or on a reduced schedule.

If the FMLA Leave is unpaid, the Company will reduce the employee’s salary based on the amount of time actually worked. In addition, while an employee is on an intermittent or reduced schedule leave because of a serious health condition or a serious injury or illness, the Company may temporarily transfer the employee to an available alternative position which better accommodates the employee’s recurring leave and has equivalent pay and benefits. The Company will not transfer an employee if he/she is on intermittent or reduced schedule leave for a qualifying exigency.

Pay, Benefits, and Protections During FMLA Leave

1. FMLA Leave is Unpaid

FMLA Leave is unpaid, although an employee may be eligible for short or long-term disability payments and/or workers' compensation benefits under those insurance plans or policies. If an employee is entitled to receive money from these sources, your FMLA Leave will be considered "paid leave" for the period during which an employee receives that money. During the "unpaid" portion of an employee's FMLA Leave, he/she will be required to substitute PTO for "unpaid" FMLA Leave as described below.

If an employee requests FMLA Leave because of a birth, adoption or foster care placement of a child, or for a qualifying exigency, any accrued PTO first will be substituted for unpaid FMLA Leave. If an employee requests FMLA Leave because of your own serious health condition, to care for a covered relation with a serious health condition, or to care for a Covered Service Member, any accrued PTO first will be substituted for any unpaid FMLA Leave.

The substitution of paid leave time for unpaid FMLA Leave time does not extend the 12-week or 26-week (as applicable) FMLA Leave period. Further, in no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. Your FMLA Leave runs concurrently with other types of leave (i.e., PTO, state family leave laws, etc.). Those other leaves may provide for paid leave. Contact any Partner for additional information.

2. Medical and Other Benefits

During an approved FMLA Leave, the Company will maintain your health benefits as if the employee continued to be actively employed. If paid leave is substituted for unpaid FMLA Leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your FMLA Leave is unpaid, you must pay your portion of the premium. Your health care coverage will cease if your premium payment is more than thirty (30) days late. If your payment is more than fifteen (15) days late, the Company will send you a letter to this effect. If the Company does not receive your payment within fifteen (15) days after the date of this letter, your coverage may cease. If you elect not to return to work for at least thirty (30) calendar days at the end of the FMLA Leave period, you will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during your unpaid FMLA Leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control

All premiums for the Company's optional benefit plans due while on FMLA Leave are payable by the individual employee on a monthly basis.

Although taking FMLA Leave will not result in the loss of any employment benefits that accrued prior to the start of the FMLA Leave, employees will not accrue benefits, such as PTO, during any FMLA Leave period.

You should contact any Partner with any questions you may have regarding insurance coverage during a period of FMLA Leave (or any other leave) before commencing your leave.

Return to Job at End of FMLA Leave

Upon return from FMLA Leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other terms and conditions of employment in accordance with applicable laws.

Employee Responsibilities When Requesting FMLA Leave

If the need to use FMLA Leave is foreseeable, the employee must give the Company at least 30 days' prior notice of the need to take leave. When 30 days' notice is not practicable, the employee must give notice as soon as practicable (within 1 or 2 business days of learning of the need for FMLA Leave except in extraordinary circumstances). Failure to provide such notice may be grounds for delaying the start of the FMLA Leave.

Whenever possible, requests for FMLA Leave should be submitted to any Partner. When submitting a request for FMLA Leave, the employee must provide sufficient information for the Company to determine if the leave might qualify as FMLA Leave, and also provide information on the anticipated date when the FMLA Leave would start as well as the duration of the FMLA Leave. For example, depending on the situation, such information may include: (1) that the employee's condition renders the employee unable to perform the functions of the job; (2) that a family member is unable to perform daily activities; (3) that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or (4) the circumstances supporting the need for Military Family Leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA Leave was previously taken or certified.

Employee Notification

When an employee requests FMLA Leave, the Company will inform the employee whether he or she is eligible for FMLA Leave. If the employee is eligible, the employee will be given a written notice that includes details on any additional information he or she will be required to provide. If the employee is not eligible for FMLA Leave, the Company will provide the employee with a written notice indicating the reason for ineligibility.

If an employee's leave will be designated as FMLA Leave, the Company will inform the employee in writing and provide information on the amount of leave that will be counted against the employee's 12 or 26 week entitlement.

Medical Certification

If an employee is requesting FMLA Leave because of the employee's own or a covered relation's serious health condition, the employee must submit to the Company an appropriate medical certification from a health care provider.

If an employee is requesting FMLA Leave for a qualifying exigency the employee must submit an appropriate certification.

If an employee is requesting FMLA Leave to care for a Covered Service Member, the employee must submit to the Company: (1) an appropriate medical certification from a health care provider; (2) a copy of the Covered Service Member's Invitation Travel Order; or (3) a copy of the Covered Service Member's Invitational Travel Authorization.

Employees may obtain the appropriate certification forms from any Partner.

When an employee requests FMLA Leave, the Company will notify the employee of the requirement to submit the appropriate certification (or other documentation) and when it is due (at least fifteen (15) days after an employee requests FMLA Leave). Failure to provide a requested certification (or other documentation) in a timely manner may result in denial of FMLA Leave until it is provided.

The Company, at its expense, may require an examination by a second health care provider designated by the Company, except in cases of caring for a Covered Service Member, if it reasonably doubts the medical certification the employee initially provided. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion.

In certain circumstances, the Company may require subsequent medical recertification. Employees must provide the requested recertification to the Company within 15 days, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. An employee's failure to timely provide a requested recertification may result in delay of further FMLA Leave until it is provided.

Reporting While On Leave

If an employee takes FMLA Leave because of his/her own serious health condition, to care for a covered relation, or to care for a Covered Service Member, the employee must contact the Company every 30 days regarding the status of the condition and the employee's intention to return to work. In addition, the employee must give notice as soon as practicable (within two (2) business days where foreseeable) if the dates of FMLA Leave change or are extended or initially were unknown.

Returning to Work

As a condition of restoring an employee whose FMLA Leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, the employee must present a fitness-for-duty certification from the employee's health care provider that the employee is able to resume work. If an employee fails to submit a fitness-for-duty certification, the Company may delay the restoration of the employee's employment until the employee submits such certification.

State/Local Family and Medical Leave Laws

Where state or local family and medical leave laws offer more protections or benefits to employees than the Company parental leave policy below, the protections or benefits provided by such laws will apply. Employees should feel free to contact any Partner if they have any questions regarding these laws.

J. Parental Leave

K. Military Leave

The Company abides by all applicable federal, state and local laws regarding military leave, including the Uniformed Services Employment and Reemployment Rights Act (USERRA). Leaves of absence without pay for military or reserve duty will be granted to eligible employees in accordance with applicable laws. If you are called to active military duty or to reserve or National Guard training, or if you volunteer for the same, you should submit copies of your military orders to any Partner as soon as is practicable. You will be granted a military leave of absence without pay for the period of military service in accordance with applicable laws. Your eligibility for reinstatement after your military duty or training is completed is also determined in accordance with applicable laws.

The Company does not discriminate against employees based on their military participation.

VI. BENEFITS

VI. BENEFITS

A. Health Benefits

The Company sponsors a benefits program for all eligible employees and their eligible dependents as defined in the benefit summary plan descriptions.

We currently offer our eligible employees coverage for medical, dental and vision benefits, short-term and long-term disability, and life insurance. For more information, please refer to the relevant benefit summary plan descriptions. If you need information regarding registration please see any Partner.

In the event of any conflict, the provisions of the benefit summary plan descriptions prevail over the brief benefits description herein. The Company periodically reviews the benefits program and reserves the right to modify, add or delete the benefits we offer.

B. 401(k) Plan

The Company maintains a 401(k) plan which is designed to provide all eligible employees with the opportunity to accumulate savings for retirement through pre-tax salary contributions. In addition to deferring income tax on your principal contributions, all investment earnings accrue tax-free until withdrawal at retirement age. The Company reserves the right to change the amount of, or terminate its contributions to the 401(k) plan at its sole discretion.

For additional information regarding the 401(k) plan, please contact any Partner.

VII. RECEIPT AND ACKNOWLEDGMENT FORM

RECEIPT AND ACKNOWLEDGEMENT

I, _____ ACKNOWLEDGE RECEIPT OF THE **S-3 GROUP, LLC AND S-3 PUBLIC AFFAIRS** (THE “COMPANY”) EMPLOYEE HANDBOOK. I HAVE READ THE EMPLOYEE HANDBOOK AND AGREE TO BE BOUND BY THE PROVISIONS CONTAINED IN THE HANDBOOK, AS WELL AS BY ANY RULES, REGULATIONS AND POLICIES THAT MAY BE ESTABLISHED IN THE FUTURE. I ALSO UNDERSTAND THAT THE COMPANY HAS THE RIGHT TO CHANGE, MODIFY OR TERMINATE ITS POLICIES, BENEFITS AND PROCEDURES WITHOUT NOTICE TO OTHER EMPLOYEES OR ME.

I FURTHER UNDERSTAND THAT MY EMPLOYMENT IS AT-WILL, WHICH MEANS THAT I CAN TERMINATE MY EMPLOYMENT AT ANY TIME WITHOUT GIVING NOTICE. IT ALSO MEANS THAT THE COMPANY CAN TERMINATE MY EMPLOYMENT AT ANY TIME WITH OR WITHOUT CAUSE, WITH OR WITHOUT NOTICE, AND FOR ANY REASON OR NO REASON. IT ALSO MEANS THAT THE COMPANY CAN TAKE ANY OTHER DISCIPLINARY ACTION AGAINST ME, AND CAN CHANGE THE TERMS AND CONDITIONS OF MY EMPLOYMENT WITH OR WITHOUT CAUSE, WITH OR WITHOUT NOTICE, AND FOR ANY REASON OR NO REASON, AT ITS SOLE DISCRETION.

I UNDERSTAND THAT NO ORAL OR WRITTEN STATEMENT OR PROMISE BY A SUPERVISOR OR MANAGER, PAST OR PRESENT, CAN ALTER THE “AT-WILL” STATUS OF MY EMPLOYMENT. ONLY A WRITTEN EMPLOYMENT AGREEMENT, SIGNED BY THE MANAGING PARTNER, CAN CREATE A PROMISE OF CONTINUED EMPLOYMENT FOR A SPECIFIC DURATION.

I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO FAMILIARIZE MYSELF WITH ALL INFORMATION IN THIS HANDBOOK. I ALSO UNDERSTAND THAT I MAY AND SHOULD ASK THE MANAGING PARTNER TO CLARIFY ANY INFORMATION IN THIS HANDBOOK THAT I DO NOT UNDERSTAND. I ACKNOWLEDGE THAT THIS HANDBOOK SUPERSEDES ALL PRIOR HANDBOOKS THAT I MIGHT HAVE RECEIVED, AND THAT ANY ORAL OR WRITTEN STATEMENT OR PROMISE TO THE CONTRARY IS DISAVOWED BY THE COMPANY.

Signature of Employee

Print Name of Employee

Date

RETAIN THIS COPY FOR YOUR RECORDS

RECEIPT AND ACKNOWLEDGEMENT

I, _____ ACKNOWLEDGE RECEIPT OF THE **S-3 GROUP, LLC AND S-3 PUBLIC AFFAIRS** (THE “COMPANY”) EMPLOYEE HANDBOOK. I HAVE READ THE EMPLOYEE HANDBOOK AND AGREE TO BE BOUND BY THE PROVISIONS CONTAINED IN THE HANDBOOK, AS WELL AS BY ANY RULES, REGULATIONS AND POLICIES THAT MAY BE ESTABLISHED IN THE FUTURE. I ALSO UNDERSTAND THAT THE COMPANY HAS THE RIGHT TO CHANGE, MODIFY OR TERMINATE ITS POLICIES, BENEFITS AND PROCEDURES WITHOUT NOTICE TO OTHER EMPLOYEES OR ME.

I FURTHER UNDERSTAND THAT MY EMPLOYMENT IS AT-WILL, WHICH MEANS THAT I CAN TERMINATE MY EMPLOYMENT AT ANY TIME WITHOUT GIVING NOTICE. IT ALSO MEANS THAT THE COMPANY CAN TERMINATE MY EMPLOYMENT AT ANY TIME WITH OR WITHOUT CAUSE, WITH OR WITHOUT NOTICE, AND FOR ANY REASON OR NO REASON. IT ALSO MEANS THAT THE COMPANY CAN TAKE ANY OTHER DISCIPLINARY ACTION AGAINST ME, AND CAN CHANGE THE TERMS AND CONDITIONS OF MY EMPLOYMENT WITH OR WITHOUT CAUSE, WITH OR WITHOUT NOTICE, AND FOR ANY REASON OR NO REASON, AT ITS SOLE DISCRETION.

I UNDERSTAND THAT NO ORAL OR WRITTEN STATEMENT OR PROMISE BY A SUPERVISOR OR MANAGER, PAST OR PRESENT, CAN ALTER THE “AT-WILL” STATUS OF MY EMPLOYMENT. ONLY A WRITTEN EMPLOYMENT AGREEMENT, SIGNED BY THE MANAGING PARTNER, CAN CREATE A PROMISE OF CONTINUED EMPLOYMENT FOR A SPECIFIC DURATION.

I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO FAMILIARIZE MYSELF WITH ALL INFORMATION IN THIS HANDBOOK. I ALSO UNDERSTAND THAT I MAY AND SHOULD ASK THE MANAGING PARTNER TO CLARIFY ANY INFORMATION IN THIS HANDBOOK THAT I DO NOT UNDERSTAND. I ACKNOWLEDGE THAT THIS HANDBOOK SUPERSEDES ALL PRIOR HANDBOOKS THAT I MIGHT HAVE RECEIVED, AND THAT ANY ORAL OR WRITTEN STATEMENT OR PROMISE TO THE CONTRARY IS DISAVOWED BY THE COMPANY.

Signature of Employee

Print Name of Employee

Date

RETURN THIS COPY TO THE MANAGING PARTNER