

MMGY Global Employee Handbook

UK Employees Only

The MMGY Global (hereinafter referred to as "the Company") employee handbook is designed to assist you in learning more about the Company's philosophy, culture, policies, benefits and expected conduct. We hope that you'll use this handbook as an ongoing tool as questions arise and ask that you review it carefully when you first join (and annually after that) to help you remain acquainted with our evolving environment.

This handbook is being provided for our UK employees in English as the primary work communication method is English. Should any employee need a copy of this in another language to better understand the policies or should any employee need any other assistance with interpretation of this handbook, the employee is encouraged to immediately contact Human Resources.

Information in this handbook may change from time to time. When changes occur, the Company will communicate those changes using standard communications and our intention is to do so while providing reasonable notice.

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Employee Handbook Issues and Updates

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Starting with the Company

Statement of Employment Terms and Conditions

As an employee of MMGY Global you will have received a document setting out specific terms and conditions of employment as they relate to your post. This includes details of:

- the names and details of us as your employer (including subsidiaries) and of you the employee;
- the date when your employment (and the period of continuous employment) began;
- duration and conditions of any probationary period;
- remuneration and the intervals at which it is to be paid;
- details of all remuneration;
- hours of work and working pattern including any possible variations to this;
- holiday entitlement;
- entitlement to sick leave, including any entitlement to sick pay;
- pensions and pension schemes;
- the entitlement of employer and employee to notice of termination;
- job title (or a brief job description);
- where it is not permanent, the period for which your employment is expected to continue or, if it is for a fixed term, the date when it is to end.
- either the place of work or, if required to work in more than one location, an indication of this and of the employer's address; and
- details of the existence of any relevant collective agreements which directly affect the terms and conditions of your employment
- details of employment if expected to work outside the UK

Further detailed policies and procedures which may not be mentioned as part of this document, but which still form part of your conditions of employment with us can be accessed through our HRIS Platform (ADP). This handbook also summarises the main terms of your employment.

MMGY Global reserves the right to change its terms & conditions and employment policies from time to time. You will be notified at the earliest opportunity of these changes by way of general notice to all employees affected by the change. Where a contractual change in your terms and

conditions of employment results in a change to your written statement of particulars of employment, we will give you a written statement of the change at the earliest opportunity.

Your Attendance at Work

MMGY Global values good attendance at work and is committed to improving the general wellbeing of its employees to achieve this. Although we aim to secure regular attendance, we do not expect employees to attend when they are unwell.

Notification of Absence

Your line manager and dedicated HR Manager should be notified as early as possible if absence from work is anticipated for any reason, including hospitalisation and other medical treatment. You might be asked to provide evidence of the treatment and a fit note to return to work.

If you are unable to attend work due to sickness or injury, you must notify your Line Manager and dedicated HR Manager by email by no later than 9am on the first day of absence, if possible indicating a date of return. Notification should be made by you personally unless impossible due to the nature of the illness where you should arrange for someone else to call on your behalf. During prolonged periods of absence, your manager should be kept informed of progress and an expected date of return.

You will be required to complete a return-to-work form if you are absent for greater than 7 days and you will also be required to provide a statement of Fitness-for-Work from your G.P.

Any employee who has been absent due to claimed sickness and is found not to have been genuinely ill will be subject to disciplinary action, which could include dismissal.

Sickness Payments

Payment of Company Sick Pay will be made as per policy. For more details please see the Handbook section on Pay and Benefits.

Flexible Working

MMGY Global Flexible Work Policy

MMGY Global values the in-office interactions of company team members working together face-to-face, building relationships, and learning from one another. However, as we've continued to increase employee flexibility, we've learned that flexibility is a critical component of the overall employee experience! Consequently, MMGY Global desires to balance personal empowerment and flexibility with an in-person environment that fosters creativity and collaboration.

Flexible work arrangements empower employees to voluntarily perform some or all assigned duties from another location, or during adjusted working hours, with manager oversight and alignment. If the nature of your work is conducive, your performance is strong, and the arrangement fits within the needs of the business and organisation, then flexible work arrangements may be an option for you. The arrangement should not have an adverse impact on the overall business operations or create undue hardship on fellow co-workers. The Company reserves the right to modify or eliminate at its sole discretion any flexible work arrangement at any time, with or without notice.

In a flexible work arrangement, your working environment and working practices are subject to the same working standards that are applied in the Company's offices. Particular care must be taken regarding company property, confidentiality, and access to Company documents. If, on any occasion, Company documents are used in the course of working in a flexible work arrangement, precautions must be taken to ensure third parties (including members of your family, visitors, or other persons visiting or residing in your work location) do not become aware of any information which is confidential. Information must not be left unattended when you are working and when materials are not in use they must be kept locked away in a secure place. Similar precautions must be taken when transporting documents in the course of your work. And similar precautions must be taken when disposing of Company documents; please plan to dispose of any confidential documents in your local office.

Whether you are looking to adjust your start and end times, telecommute, work remotely, or even a mix of these options, below you will find a summary of the options that MMGY supports.

Eligibility

All MMGY Global part-time employees (working 4days/week) and full-time employees are eligible to take advantage of the flexible work arrangement options. Interns are also eligible, as we work to provide real-life work experiences. Contractors, part-time employees (working less than 4days/week), or temporary employees are NOT eligible. To reiterate, some flexible work options may not be feasible for every position in our business.

Company Provided Equipment/Software Applications and Supplies

At a minimum, the Company provides the following to all employees, regardless of their work arrangement:

- Hardware/Laptop
- Keyboard and mouse
- External monitor (for in-office use only)
- Google Share Drive
- VPN Access
- Applications GSuite for Business, Microsoft Office 365, Zoom Video Conferencing, Ring Central VOIP
- General office supplies (e.g., pens, paper, staplers, etc.; these items must be retrieved from the local office by the employee)

For voluntary flexible work options the employee is responsible for their own network gear or connectivity tools.

Employees remotely connecting to the Company's network must comply with the rules & requirements defined in IT's Remote Access Policy.

Flexible Work Options & Guidelines

TeleWork

TeleWork is the option to leverage the use of computers and telecommunications technology to overcome the constraints of location or time of work. This option allows the employee to voluntarily work from home (WFH), or another temporary location, when it is both productive and efficient to conduct business from a location outside the regular office, rather than commute to the office location.

MMGY requires full-time employees to work in their regular office location at least 3 days a week; therefore, up to 2 days can be voluntarily worked from home, or some other designated location. For part-time employees working 4 days a week, up to 1 day can be voluntarily worked from home, or some other designated location.

MMGY requires ALL full-time and eligible part-time employees to work from their regular office location (if you have one) on Wednesdays of every week, excluding scheduled PTO/annual leaves, holidays, business travel, etc.

For an employee choosing to Telework for a half day, this half day will be considered as one of the maximum two days allowed per this policy (or the maximum one day allowed per this policy for Part-Time employees). The employee may want to consider a Flex Time option in this situation instead.

From time to time, employees may be required to come into the local office for face-to-face meetings on previously scheduled telework days. Managers will communicate this need as soon as possible.

Some periods of time may eliminate telework as an option, due to business needs requiring or needing all employees in the office (e.g.,Agency Week, all-Company meetings, major client meetings, etc.). Managers should communicate these periods of time in advance.

In the event the employee must cancel a telework day, they can reschedule the day for another day in the same week, assuming business needs allow. However, telework days cannot be carried over, or accrued and added as additional telework time in a future week.

From time to time, an employee may need to work from home/telework without prior notification due to unforeseen circumstances and/or emergencies (e.g., the employee is sick or unwell and doesn't want to expose others, but can still work at 100% productivity), these should be handled on a case-by-case basis between the employee and his/her direct manager as soon as possible.

When an employee is travelling for business, any travel expenses should be expensed as if travelling from the regular office location, unless the telework location is a lesser expense.

The employee will not be reimbursed for commuting expenses on days that the employee is required to work at the local office.

In general, when an employee takes advantage of the telework option, they are expected to:

- Work in an environment where the employee can be productive, professional, effective, and secure
- Work regular core business hours as defined by the organisation
- Regularly monitor phone and computer messages; they should be accessible to address urgent business situations
- Ensure childcare and eldercare needs are in place to minimise distractions
- Ensure your home office can support the business needs at no incremental cost to the Company (e.g., computer equipment, furniture, phone lines, internet access, supplies, etc.)
- Attend and participate in scheduled meetings via remote options
- Routinely be "on camera" when joining meetings remotely and expected to engage;
 participating in meetings "off camera" should be an infrequent occurrence for special circumstances or situations

We strongly encourage employees to assess their workstation at home, as even small changes can make a significant difference to wellbeing whilst working at home during this temporary period. Employees should ensure they are taking regular breaks from their workstation, to support both their physical and mental wellbeing throughout the period.

The Company should not incur any incremental costs to set-up a home office for any employee taking advantage of the voluntary telework option.

Employees remotely connecting to the Company's network must comply with the rules & requirements defined in IT's Remote Access Policy.

Remote Work

Remote Work is an agreed arrangement in which an employee works temporarily or permanently full-time from a satellite location outside a regular office location. Because of potential tax/financial implications for the Company, this option is limited to those situations in which the company deems it necessary or advantageous to the support of the business.

- Employees working under this flexible work arrangement, will be assigned to an office for IT, HR, and/or brand/organisational support
- Occasionally a remote employee may be required to come into the office (provided an
 office in their location exists) for face-to-face meetings, presentations, etc.
- The Company should not incur any incremental costs to set-up a home office for any employee taking advantage of the voluntary remote work option.
- An approval for a Remote Work arrangement is made based upon the employees
 address of record at the time of approval. Prior to an employee move/change of their
 permanent address, they should report the address change to HR, and their Remote
 status would have to be re-approved with the new address.

Flex Time

Flex Time is an option that allows an employee to temporarily shift the regular working hours, without requesting a permanent schedule change, to accommodate business travel, personal/life demands, etc., while maintaining a full workday.

While administrative support is expected in most of our offices between 8:00am - 5:00pm or 9:00am - 6:00pm local time, we understand that employees who travel for business or who have early/late business meetings may have difficulty arriving to work by the normal office-specific start time. Additionally, occasional outside circumstances might arise that may require an employee to adjust their schedule from time to time. If these events occur, please speak to your supervisor ahead of time and – following supervisor approval – the employee may leverage a Flex Time arrangement as needed. Please use your best judgement and ensure that business can still be performed when considering a flexible schedule.

Mandatory Telework (e.g., Office Closures due to COVID19 Pandemic)

There may be infrequent occasions in which employees are required to work outside the regular office location for an extended period of time (greater than 2wks). In this scenario remote work is not a voluntary option, but a mandatory one for employees to work temporarily from a satellite location outside the regular office location. If the employee requires equipment or software applications beyond the minimum provided, they should speak with their supervisor and HR for approval, identifying the specific item and business need.

Approval & Implementation

- Employees who wish to take advantage of a flexible work arrangement should schedule time with their direct manager to discuss and align.
- Employees will be required to post their WFH/telework days on a department/brand or location calendar for broad communication to their manager and teammates of their WFH schedule.
- All Employees are expected to comply with the expectations and guidelines of this
 policy. Employees not adhering to the policy will be subject to potential loss of the
 flexible work benefit and/or appropriate disciplinary action.

Additional Flexible Working Requests

As a UK employee, any member of staff with at least 26 weeks service with the company may make a formal written request for flexible working arrangements. Should you wish to progress this you should speak to your line manager. Please note that only one such request may be made in any 12-month period and that flexible working is not an automatic or statutory entitlement.

Performance Reviews

The Company currently facilitates an annual performance review. This is an opportunity for you and your manager to review past efforts and achievements and to set goals and objectives for the future. MMGY Global believes employees should have an opportunity for continuous development with opportunity to reach their personal ambitions, and the performance review is undertaken with the aim of identifying any training and development required to ensure you realise your full potential.

MMGY Global recognises, and expects every employee to recognise, that the key to us retaining our competitive edge and remaining ahead of our rivals is the skill and expertise of our workforce. It is therefore essential that you and your manager review your performance and objectives on a regular basis, and that any issues are addressed as and when they arise.

Internal Promotion & Hiring Policy

To ensure that we are providing our clients with the highest level of service, and to help the Company sustain a measure of continuity while continuing to rapidly grow, employees should

expect to remain in a position for at least six months before being considered for another position. Exceptions to this rule are rare and occur at the sole discretion of the Company based on merit and business need.

As positions within the Company become available, most of our job openings will be posted on the Career Centre of the Company's HRIS Platform and website. We encourage you to apply for any openings that are of interest to you. Applications will be reviewed based on performance and the requirements of the role and will go through a similar interview process as external candidates.

Conflict of Interest

You should not, directly or indirectly, engage in, or have any interest, financial or otherwise, in any other business enterprise which interferes or is likely to interfere with your independent exercise of judgement in the best interests of MMGY Global or any of its subsidiaries.

Generally a conflict of interests exists when an employee is involved in an activity:

- Which provides products or services directly to, or purchase products or services from MMGY Global or subsidiaries
- Which subjects the employee to unreasonable time demands that prevent the employee form devoting proper attention to his or her responsibilities to MMGY Global or subsidiaries
- Which is so operated that the employee's involvement with the outside business activity will reflect adversely on MMGY Global or subsidiaries

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with your manager.

Standards of Performance and Behaviour at Work

General Code of Conduct

Whether on or off company property, employees are always expected to behave in a manner that is responsible, professional and beyond reproach. To avoid any possible confusion, some of the more obvious unacceptable behaviours are noted below. This list is not exhaustive;

- Wilful violation of any company rule or policy; any deliberate action that is detrimental to the agency's efforts to operate profitably.
- Failure to report to work, without providing appropriate prior notice.
- Negligence, or any careless action, which endangers the life or safety of another person.
- Being intoxicated or under the influence of controlled substance drugs while at work;
 use, possession or sale of non-prescription controlled substance drugs in any quantity,
 while on company property.
- Unauthorised possession of all dangerous, legal or illegal firearms, weapons or explosives on company property.
- Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on company premises or when representing MMGY Global; fighting or provoking a fight on company property, during a company event or negligent damage of property.
- Insubordination or refusing to obey instructions properly issued by your immediate supervisor, senior leader or member of the HR Team pertaining to your work; refusal to help on a special assignment.
- Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
- Engaging in an act of sabotage; wilfully or with gross negligence causing the destruction or damage of company property, or the property of fellow employees, clients, suppliers or visitors in any manner.
- Theft of company property or the property of fellow employees; unauthorised possession or removal of any company property, including documents, from the premises without prior permission from management; unauthorised use of company equipment or property for personal reasons; using company equipment for profit.
- Dishonesty; wilful falsification or misrepresentation on your application for employment
 or other work records; misrepresentation of sick or personal leave; falsifying the reason
 for a leave of absence or other data requested; alteration of company records or other
 company documents.
- Violating the Inventions, Confidentiality, Non-Disclosure and Non-Solicitation Agreement; giving confidential or proprietary information to competitors or other organisations or to unauthorised employees; working for a competing business while an employee; breach of confidentiality of employee information.
- Inadequate work performance or inattention to duties.
- Failure to enter time worked according to the Company's timekeeping practice, or unauthorised alteration of any records or attendance documents.

 Harassment or other discriminatory treatment of MMGY Global employees, clients or suppliers.

Global Meetings Expectations and Etiquette

Meetings are an essential part of the way we conduct business at MMGY Global. Meetings can energise a group, maximise productivity, build respect and create rapport across client and project teams as well as boost our confidence as members of a team.

As the company grows and the business environment continues to evolve, it is critically important that we hold ourselves accountable to a standard code of conduct for meetings.

Meeting Schedules: Your Responsibilities

- Every member of the MMGY Global team must actively manage their own calendars and keep their availability up to date. This means factoring in travel time, prep time needed before and after meetings, etc. Calendars should note work locations like "office," "home," or "somewhere else" along with standard working hours so your colleagues understand the best way to schedule time with you.
- If you require the time of a colleague or client for a meeting, it is your responsibility to check their respective calendars to ensure availability. Start with Google calendars; Doodle may be utilised to survey participants outside our calendaring system (more information on Doodle can be provided by our IT team if this is a business need for you). Try to limit inviting colleagues who are peripheral to the content or who are unnecessary to accomplish the meeting goals. If in doubt, mark them as optional and let the participant(s) evaluate the necessity of attending.
- Be aware of time zones when scheduling a meeting and reasonable start/stop times. If
 you are frequently scheduling meetings across multiple time zones, consider adding
 alternate time zones to your calendar settings. Also take notice of marked working hours
 in a calendar to ensure availability at the requested time.
- If there are conflicts among the group you are scheduling, work it out in person, on the phone or over chat. Many times, participants can be flexible, but asking personally rather than just putting time on schedules is a courteous business practice.
- If you are scheduling a meeting over the full lunch hour (typically considered noon to 1 p.m. local time) or in the only available opening during a workday, reach out to that participant to see if this works for them. As respectful colleagues, we need to ensure our teammates are set up for a successful, balanced workday.

• If attendance by some participants is optional, remember to mark it as such in the invite to allow team members to prioritise work.

Planning Successful Hybrid Meetings Is Harder Now

- We are now in a permanently hybrid environment and must be empathetic to the additional work required to plan a successful meeting. Prompt communication is key.
- If you are invited to a meeting, promptly RSVP "yes, in a meeting room," "yes, joining virtually," "maybe" or "no." If responding "maybe" or "no," provide context in comments as it might trigger the host to adjust the meeting. Responding promptly ensures that the meeting organiser can find the right room, have the right technology setup and can set advanced expectations of participants.
- With most meetings now hybrid (some participants in person and some participating virtually), meeting organisers should plan for the optimal meeting experience including booking the right meeting room for in-person attendees and ensuring the right audiovisual technology is available to connect with remote attendees. This likely requires creating a small space between meetings to allow for proper setup so the meeting can start and end on time.
- If you're planning a meeting with team members in other offices, book meeting rooms that accommodate those attendees. If you're not sure which room to book, delegate the task to a participating member in that office OR consult as to which room is most appropriate and book directly. The capacity of each meeting room across offices is shown in the calendar scheduler for reference.
- Be sure to understand what technology is being utilised in the conference call with clients and note that in the meeting invite (e.g., Zoom, Microsoft Teams, Google Meet, etc.)
- If you accept a meeting, you are agreeing to be present and attentive. Your job as a participant is to absorb the information shared and to fully understand your role and responsibility to move work forward. Trying to multitask, using Google Chat during a meeting with individual participants, etc., greatly impacts the success and tenor of a meeting.

Please review the policy in its entirety located on the Intranet under Resources>Human Resources>Employee Resources>Global Meeting Expectations and Etiquette.

Appearance

The Company feels that it is important for employees to work in an environment that is efficient and creative which directly affects our approach to business. We would like to maintain a casual, comfortable, and fun environment while still presenting a professional image to our clients and vendors. With that in mind, and in the spirit of empowerment, our standard dress code is now captured in one statement: "Make Good Choices" – meaning that employees are free to wear what they are comfortable working in, if it is appropriate for the workplace and does not create a hostile or otherwise inappropriate environment for colleagues or clients. In the event of a client visit, a more formal dress code will be announced via e-mail to the employees, and business casual attire is explicitly expected during these times. Recognising that our clothing may reflect our personal brand, it is highly recommended that employees be prepared to move nimbly into more professional attire, such as by having a blazer or similar clothing nearby.

Employees wearing clothing deemed inappropriate may, at the discretion of the line manager, be asked to change their attire or leave the office for the day. Examples of clothing that may be a poor choice include:

- Tight-fitting or revealing trousers
- Tank tops, muscle shirts, strapless or off-the-shoulder tops, undergarments showing, short-shorts, short dresses, or other short skirts that create an offensive environment

Above all else, please just use common sense.

Also, as the workplace is a shared space, employees are asked to keep fragrances to a minimum while at work.

Personal Property

MMGY Global is not responsible for any loss or damage that occurs to employees' personal property, which is brought onto the Company's premises, left in a personal vehicle while employees are working, or which may occur during MMGY Global events or business travel. While the Company will make reasonable efforts to provide a safe and secure working environment, employees are responsible for taking necessary precautions to protect their personal belongings from loss or damage

Telephones & Correspondence

Our telephones and voicemail are provided to facilitate business communications. However, there are cases where you may use these items for personal use. Please keep personal use to an absolute minimum.

Smoking and Other Substances at Work

The Company provides its employees with a tobacco, smoke, and vape-free environment. If you choose to smoke, vape, or use any type of tobacco product we politely request that you do so well away from the entrance to the Company's building. Cigarettes must always be put in an ashtray when finished.

The use of illegal drugs during working hours or on company property is strictly prohibited. Employees needing to use any medically necessary substance which may affect their work or ability to meet all job requirements must consult with their Human Resources Manager immediately.

The consumption of alcohol during working hours, when not connected to a company/client-sponsored function, must be approved prior by the Managing Director. When consuming alcohol at any function, employees are expected to drink responsibly, actively monitor consumption, and always behave professionally/appropriately.

Confidentiality

It is a condition of your employment that you have a duty of confidentiality with regards to MMGY Global.

During the course of your employment you may find yourself in possession of sensitive information, the disclosure of which could be construed as a breach of confidentiality. It is a condition of your employment that you have a duty of confidentiality to the Company, and you must not discuss any Company sensitive or confidential matter whatsoever with any outside organisation including the media.

Any such breach of confidentiality would be deemed as gross misconduct except as otherwise provided or as permitted by any current legislation (e.g. the UK Public Interest Disclosure Act 1998) and could lead to your dismissal.

Company-Provided Computers

MMGY Global employees may be provided with a company-owned computer or other equipment during their time with the Company. Employees are responsible for the Company-owned computer while it is in their possession and appropriate disciplinary action may be taken if it is stolen or lost.

The Company shall not be responsible for the retention or saving of any personal data located on a company-owned computer or other equipment and reserves the right to retrieve its equipment at any time.

Computers and Software

MMGY Global employees use company computers to complete their work tasks. Within reason, computers may be used for personal work if done outside normal business hours – but the Company is not responsible for storing/maintaining any personal files on your computer. Employees may not install any software or games that are not approved by IT in advance. To ensure that software remains current, employees are responsible for shutting down their computers before finishing work for the day.

The Company does not condone the unlawful duplication of software on its premises or equipment, or in the conduct of its business generally, whether on or off premises or equipment.

All MMGY Global and contract/temporary employees shall use software only in accordance with its licence agreement. The following points are to be followed to comply with software licence agreements:

- Employees will use all software in accordance with its licence agreement.
- Legitimate software will be provided to all employees who need it and will be properly
 purchased through appropriate procedures. No employee will make any unauthorised
 copies of any software under any circumstances.
- The Company will not tolerate the use of any unauthorised copies of software within the Company. Any person illegally reproducing software can be subject to civil and criminal penalties including fines and imprisonment. The Company does not condone illegal copying or use of software under any circumstances.
- No employee shall give software to any outsiders including clients, customers, and others.

Employees having knowledge of any misuse of software or related documentation
within the Company must notify the IT department. To ensure compliance with this
policy, authorised IT employees must install all software used on MMGY Global UKowned computers. Periodic audits will be conducted, and any improper software will be
subject to deletion.

Employees who damage company equipment must contact IT immediately and may be subject to appropriate disciplinary action for any considerable or repeated damage.

Computer Viruses

Because computer viruses pose a serious threat to the Company's communication systems, any employee with knowledge of a viral infection on the Company computers or network must report it to the IT department immediately. No MMGY Global employee will create or willfully distribute computer viruses. Creation and distribution of computer viruses is punishable by law and may result in imprisonment.

No Expectation of Privacy

The Company reserves the right to monitor, retrieve, access, review and disclose any files, messages or other data created, sent, received by, or stored in any of its electronic systems, without regard to content and without prior consent of the sender or recipient. The Company may maintain and review back-up copies of all such files, messages and other data. Because the Company reserves the right to monitor communications and data on the Company's systems, users have no expectation of privacy regarding use of the Company systems for files, messages, documents and other data created, sent, received or stored in such systems or for websites visited.

Internet

Internet access is provided for official business use and is intended to facilitate work-related business. The Company does extend to employees the opportunity to use the Internet for entertainment or personal reasons if usage patterns in no way interfere with productivity or company business.

Each employee can only access the Internet from his/her assigned computer. Any software downloaded from the Internet MUST be cleared through authorised IT employees before being installed.

System software allows Officers, Human Resources and authorised IT employees to periodically audit employee use of the Internet and sites visited. For reference, excessive log-on time may be an indicator of a non-productive employee and inappropriate site visits are not in the best interests of the Company.

The e-mail/electronic messaging and internet systems shall not be used for any unlawful or improper purposes, or in any manner that may reasonably be considered offensive or disruptive to the recipient or to other employees. Such offensive or disruptive uses include, but are not limited to: the transmission of sexually explicit messages, comments, cartoons, images or jokes, romantic or sexual propositions or love letters, ethnic or racial slurs, age or gender specific comments or messages that would offend someone on the race, color, creed, ancestry, sex, pregnancy, age, disability, religion, national origin, marital status, familial status, military status, sexual orientation, gender identification/expression or representation, citizenship, activity or status as a veteran, genetic information, or other category protected by law, or messages that would be in violation of any other MMGY Global policy.

Social Media Policy

The Company recognises that internet-provided social media can be highly effective tools for sharing ideas and exchanging information. The Company is committed to using social media to promote MMGY Global's visibility and maintain communications with current and prospective employees, clients, business partners, vendors and suppliers, affiliates subsidiaries, and the general public.

This policy applies to the use of social media by MMGY Global, its representatives and employees. Social media includes all means of communicating or posting information or content of any sort on the internet, including Facebook, Twitter, LinkedIn, Instagram, TikTok, blogs, internet forums, webcasts, wikis, social news, YouTube and other forums for sharing pictures, videos or other informational content. This policy is not limited to those sites or media and applies to both unnamed and future social media. This policy also applies to the use of social media whether accessed by computer, mobile phone, tablet or any other device.

Importance of Employee Engagement across Social Media

MMGY Global employees are encouraged to be a champion for the agency and our clients to act as ambassadors in creating social media content that builds on and reinforces the core company values of inclusive, empowering, curious, creative and transformative. We understand the best way to share our values mission is through our amazing employees located around the world. We encourage our employees to share their work experiences both in and outside the office – tagging the applicable MMGY Global social media handle(s) to associate themselves with the company. We also continue to encourage our employees to use the hashtag #MMGYTravels when experiencing travel either for work or tied to their own personal getaways.

Official MMGY Global Social Media Guidelines

This section covers the official MMGY Global social media accounts that are used on behalf of the agency for the purposes of representing the company, disseminating news and information, answering user questions, promoting activities or otherwise communicating with our followers across our social media owned channels.

Ownership of Social Media Accounts

All social media accounts created or used by authorised employees on behalf of MMGY Global are managed by the agency's social team and belong solely to MMGY Global. This includes all log-in information, passwords and content associated with each account. MMGY Global owns all such information and content regardless of the authorised employee that opens the account or uses it, and will retain all such information and content regardless of separation of any authorised employee from employment with the agency.

Only Authorised Spokespersons

Individuals should avoid responding as a representative of the MMGY Global on any social media site unless they have been explicitly authorised to do so. Only Authorised Employees should handle responses in social media channels on behalf of the agency.

Personal Social Media Use Guidelines

As previously mentioned, MMGY Global employees should feel empowered to use social media in any way they choose as long as it does not directly or indirectly impact the agency, our clients and any of our vendors or suppliers in a negative way.

Social Media Procedures

- Colleagues who use social media should be mindful of their responsibilities to MMGY
 Global at all times. Once content is posted online, it is no longer under your control;
 online postings can remain on the Internet indefinitely, and content posted to private
 websites does not always stay private.
- MMGY Global strives to maintain a professional work environment and considers
 harassment in all forms to be a serious offense in violation of MMGY Global's
 harassment policy. Do not use social media to harass, threaten, defame, libel,
 embarrass, disrespect, or offend co-workers or MMGY Global's customers, business
 partners, vendors and suppliers, affiliates and subsidiaries, or competitors.
- Colleagues cannot use social media to disparage or embarrass MMGY Global or its management, practices, products, or services, or otherwise harm MMGY Global's reputation.
- Colleagues cannot use social media to disparage or embarrass MMGY Global clients, vendors, partners or other organisations connected to MMGY Global in a manner that may harm MMGY Global's business.
- MMGY Global colleagues should not engage in activities that violate federal, state, or government laws and regulations when using social media. If colleagues have any questions about what is considered to be a violation of federal, state, or government laws and regulations when using social media or other forms of electronic communications, they should contact Mia Wise - SVP, Global HR.
- Colleagues who violate this policy are subject to employee disciplinary action up to and including termination.
- Colleagues cannot use social media to share/post any business confidential or proprietary information.

Discipline

MMGY Global investigates and responds to all reports of violations of this social media policy. Violation of this policy may result in discipline, as deemed necessary by the agency, up to and including termination of employment. MMGY Global reserves the right to take legal action

where necessary against representatives, third parties, or employees who engage in prohibited or unlawful conduct.

Cooperation in Investigations

MMGY Global representatives and employees must cooperate in, and assist the agency, regarding any investigation of a violation of this policy or any other investigation where social media use is relevant to the matter being investigated.

Retaliation Prohibited

MMGY Global prohibits taking negative action against any employee for engaging in whistleblowing activity, or reporting a possible deviation from this policy, or related guidelines, 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.

Incident Reporting

If you feel you have violated this social media policy or have seen an incident where you witnessed a violation of the policy by an employee, Human Resources.

<u>E-mail</u>

E-mail is provided for office business use and is intended to facilitate written communication with clients, vendors, suppliers and co-workers.

The Company does extend to employees the opportunity to use the e-mail system for personal use if usage patterns do not interfere with productivity or company business. However, we do ask that employees not send out agency emails when they are selling things or asking for donations for a charitable event. With prior approval from the President, Human Resources, or CEO employees can put up posters in the cafe to promote a charity event or to sell an item.

E-mail is not an anonymous and private form of communication, and employees should have no reasonable expectation of privacy in this or any other company-provided equipment or software. The sender and recipient can be determined along with the content of any message and may be viewed by others at the Company or by other parties in the event of litigation.

Intellectual Property

All communications systems provided by the Company including but not restricted to computers, computer programs, email, memos and letters, files, conversations and information sent, received or stored, are the property of MMGY Global and provided to employees in order to conduct company business only. As these systems and items are MMGY Global property, representatives of the Company reserve the right to access and disclose all communications sent, received or stored on company systems, regardless of purpose.

Access to information on communication systems is limited to a "need to know" basis. It is a violation of company policy for any employee, including anyone in an IT role and those in a supervisory capacity, to use the communication systems to access the files or communications of others for unauthorised purposes. Unless granted special permission by an Officer of the Company, access to MMGY Global's information and communication systems is restricted solely to employees of the Company.

All information, files, databases, correspondence or any other form of communication on the Company's systems is the property of MMGY Global and considered proprietary and confidential. Any information of a personal nature should be placed on a separate computer disk, marked "personal" and stored outside the office.

Any application, programming, templates, forms, custom spreadsheets or any other business tool developed by any employee or a company vendor for use at the Company is the property of MMGY Global and considered proprietary and confidential. It may not be duplicated or installed on any system without permission from authorised IT employees.

Receipt of Gifts

Your working relationships may bring you into contact with outside organisations where it is normal business practice or social convention to offer hospitality, and sometimes gifts. Offers of this kind to you or your family can place you in a difficult position. Therefore no employee or any member of his or her immediate family should accept from a supplier, client or other person doing business with MMGY Global, payments of money under any circumstances, or special considerations, such as discounts or gifts of materials, equipment, services, facilities or anything else of value unless:

- They are in each instance of a very minor nature usually associated with accepted business practice.
- They do not improperly interfere with your independence of judgement or action in the performance of your employment.

In every circumstance where a gift is offered, the advice of your line manager must be sought.

Bribery and other Corrupt Behaviour

The Company has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). A bribe is defined as: giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the company, or to obtain or retain an advantage in the conduct of the company's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances you will be subject to formal investigation under the Company's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

Data Protection and Access to Information

MMGY Global will comply with all statutory requirements of Data Protection law including the requirements of the General Data Protection Regulations (GDPR). Any personal or sensitive information on an individual which the Company holds is covered by this legislation. This includes emails too. If you receive a subject access request you should refer this immediately to your line manager.

If you are a user of such information you need to be sure that you are not breaching any data protection rules when you store or use information and when you write and send emails. This could include but is not limited to:

- Using data which has not been kept up-to-date.
- Passing on or processing personal information about an individual without their consent.
- Keeping personal information longer than necessary.
- Sending personal information outside the country.

If any breach of data protection rules is discovered such as the leaking or hacking of personal or sensitive data, this should be reported immediately to your line manager, and any immediate action should be taken to close down such leaks. Your line manager will ensure this is properly investigated and the appropriate reporting actions taken if necessary.

Employees can request access to the information held on them by the Company. All requests by employees to gain access to such records should be made in writing, and will be replied to within one month. There is no charge for this service.

Please review the policy in its entirety located on the Intranet under Resources>Human Resources>UK Handbook>GDPR Policy on Your Rights in Relation to Your Data

Changes in Personal Information for Employment Purposes

It is important that our records are correct, as inaccurate or out of date information may affect your salary or cause difficulties in situations where contact is required for emergencies. You **must** notify your Line Manager and Human Resources immediately of all changes in the following personal information:

- Name
- Home address
- Telephone number
- Bank account details
- Examinations passed/qualifications gained
- Emergency contact
- Driving licence penalties (if you are required to drive on Company business)
- Criminal charge, caution or conviction
- Conflict, or potential conflict of interest

Any official changes to your name, contact details and bank details must be made directly in our HRIS Platform and Payroll systems so that our records are accurate and up to date.

Personal data on employees is held in accordance with the provisions of the Company's Data Protection Policy which will be made available for inspection by you if required.

Valuing Diversity and Dignity at Work

Valuing Diversity

One of our values is that we strive to be Inclusive and, in living our Values, we actively seek to employ talented individuals across the world who are different and amazingly unique from one another. A workforce that is as diverse as the customer groups we serve is an essential part of delivering an informed and unparalleled brand experience.

We demonstrate inclusiveness by ensuring each of our employees have a voice and opportunity to share their unique ideas and perspectives. These perspectives add value to the Company and our teams by energising the workplace and igniting creativity, and we continuously explore opportunities to strengthen diversity as we grow. For more information on the various ways the Company actively champions diversity, please reach out to Human Resources.

The Company will not tolerate direct or indirect discrimination against any person on grounds of age, disability, gender / gender reassignment, marriage / civil partnership, pregnancy / maternity, race, religion or belief, sex, or sexual orientation whether in the field of recruitment, terms and conditions of employment, career progression, training, transfer or dismissal.

It is also the responsibility of all staff in their daily actions, decisions and behaviour to endeavour to promote these concepts, to comply with all relevant legislation and to ensure that they do not discriminate against colleagues, customers, suppliers or any other person associated with the Company.

In adopting these principles MMGY Global:

- Will not tolerate acts that breach this policy and all such breaches or alleged breaches will be taken seriously, be fully investigated and may be subject to disciplinary action where appropriate.
- 2. Fully recognises its legal obligations under all relevant legislation and codes of practice.
- 3. Will allow staff to pursue any matter through the internal procedures which they believe has exposed them to inequitable treatment within the scope of this policy. If you need to access these procedures they can be obtained from your line manager e.g. Grievance Procedure, Dignity at Work Procedure etc.

- 4. Will ensure that all managers understand and maintain their responsibilities and those of their team under this policy.
- 5. Will offer opportunities for flexible working patterns, wherever operationally feasible, to help employees to combine a career with their domestic responsibilities.
- 6. Will provide equal opportunity to all who apply for vacancies through open competition.
- 7. Will select candidates only on the basis of their ability to carry out the job, using a clear and open process.
- 8. Will provide all employees with the training and development that they need to carry out their job effectively.
- 9. Will provide all reasonable assistance to employees who are or who become disabled, making reasonable adjustments wherever possible to provide continued employment. We will ensure an appropriate risk assessment is carried out and that appropriate specialist advice is obtained when necessary.
- 10. Will distribute and publicise this policy statement throughout the Company

Dignity at Work

The Company believes that the working environment should at all times be supportive of the dignity and respect of individuals. If a complaint of harassment is brought to the attention of management, it will be investigated promptly and appropriate action will be taken.

Policy Against Harassment

Harassment can be defined as conduct, which is unwanted and offensive and affects the dignity of an individual or group of individuals.

Sexual harassment is defined as "unwanted conduct of a sexual nature, or other conduct based on sex, affecting the dignity of women and men at work". This can include unwelcome physical, verbal or non-verbal conduct.

People can be subject to harassment on a wide variety of grounds including:

- race, ethnic origin, nationality or skin colour
- sex or sexual orientation
- religious or political convictions
- willingness to challenge harassment, leading to victimisation
- disabilities, sensory impairments or learning difficulties
- status as ex-offenders

- age
- real or suspected infection with a blood borne virus (e.g. AIDS/HIV)
- membership of a trade union or activities associated with membership

Forms may include:

- physical contact ranging from touching to serious assault
- verbal and written harassment through jokes, offensive language, gossip and slander, sectarian songs, letters and so on
- visual display of posters, graffiti, obscene gestures, flags and emblems
- isolation or non-cooperation at work, exclusion from social activities
- coercion ranging from pressure for sexual favours to pressure to participate in political/religious groups
- intrusion by pestering, spying, following someone
- bullying

Workplace Investigation and Retaliation

Employees who believe they have been subjected to or witnessed any unlawful harassment should immediately report the matter to Human Resources or one of the officers of the company. Employees are not required to complain first to any supervisor, especially if they believe a supervisor has engaged in or condoned the harassment.

Any supervisor or manager who receives a complaint or report of any alleged unlawful harassment is required to refer the matter to Human Resources or an officer of the Company. Further, any supervisor or manager who knows or has reason to know that an employee is being subjected to unlawful harassment is required to take appropriate corrective action to stop it, regardless of whether or not they have received a formal complaint or report regarding the harassment. Any supervisors or managers who fail to abide by this policy will be subject to disciplinary action up to and including immediate discharge.

The Company will promptly commence a thorough, impartial and objective investigation of all reported incidents of alleged sexual or other unlawful harassment. All employees are expected to participate in good faith during any workplace investigation. When asked, employees are expected to provide statements – whether written or verbal – in a prompt and truthful manner. Employees who fail to participate in an investigation, who delay an investigation, or who provide false information will be subject to appropriate disciplinary action. The Company may receive confidential information throughout the course of an investigation. When this occurs,

the Company will take appropriate and reasonable measures to ensure that items disclosed during an investigation remain confidential – unless doing so would hinder or compromise either the investigation or any appropriate action resulting from the investigation.

Similarly, the Company will not tolerate any retaliation or retribution, directly or indirectly, against any individuals who in good faith: (1) make a complaint of harassment; (2) report the harassment of another employee; (3) oppose any prohibited discrimination of harassment; or (4) participate in, provide information in connection with, or otherwise assist in the investigation of any incidents of alleged sexual or other unlawful harassment conducted by the Company or by any governmental agency. Any employee who engages in or encourages any such retribution or retaliation, directly or indirectly, will be subject to disciplinary action, up to and including immediate discharge.

Open-Door Policy and Filing a Complaint

All members of the Company's management maintain an open-door policy. Employees needing to file a complaint or report a violation of the above or any other policy, should feel empowered to do so without fear of intimidation, retaliation or other inappropriate behaviour. While you are encouraged to work with your immediate supervisor, we realise that certain issues need to be handled by another supervisor or Human Resources. All MMGY Global employees are welcome to discuss any issues impacting their work environment with either management or Human Resources.

Pay, Benefits & Pensions

Salary Arrangements

Your salary will be paid monthly in arrears on the last working day of each month by direct credit transfer to your designated bank account.

Your basic pay was outlined in your letter of appointment / statement of terms and conditions. Any subsequent amendments to your basic pay will be notified to you in writing by the Company.

Part-time employees will be paid on a pro rata basis based on the hours they work. In all other aspects, their salaries will be paid in accordance with the pay arrangements for full-time employees of the Company.

If any queries arise with regard to pay, or if it looks as if a mistake has been made, speak to your line manager immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified in the next salary payment.

Appropriate deductions will be made from pay including income tax and National Insurance contributions (NICs), which are subject to each employee's earning level, family status and the number of hours worked.

Income Tax

If there are any changes in your personal circumstances which will affect your tax status, you should notify the Inland Revenue, who will automatically inform the Company of any changes to your tax code. Contact details can be found here: https://www.gov.uk/contact-hmrc.

Business Travel

You will be reimbursed for any expenditure necessarily incurred in order to do your job when working away from your normal place of work. Public Transport and accommodation costs will be reimbursed at actual cost – appropriate receipts must accompany all claims. All

employees are covered under the Company Business Travel Insurance policy for all business related travel. You can speak with HR for further information on the details of this policy.

Please review the Travel policy in its entirety located on the Intranet under Resources>Human Resources>UK Handbook>UK Travel Policy

Company Expenses

The company will reimburse any reasonable job-related expenses incurred by you in the course of carrying out your duties and responsibilities for MMGY. Expenses that can be charged to clients should be within agreed budget limitations and considered acceptable by the client. Where expenses cannot be charged to clients, prior written approval from your line manager should be obtained.

Please review the Expense policy in its entirety located on the Intranet under Resources>Human Resources>UK Handbook>UK Expense Policy

Timesheets

Many of our departments earn revenue for the Company based on employee time allocated to specific projects. So that we can collect revenue from our clients on time, our employees use Paprika for time entry to accurately track their time and bill it to clients. For your pay and our operations, you are both asked and empowered to log your time (including any overtime worked) accurately.

All timesheets are due by 12:00 p.m. (local office time) each Monday morning for the previous week, whether an employee is working in a billable or non-billable capacity. If you will be out of the office for any reason on this day, you must have your timesheets completed before your leave. Please contact Human Resources immediately if you need an accommodation related to completing your timesheet or any other administrative task.

All employees are required to keep their line manager advised of their departures throughout the workday if they will be away from the office for an extended period. (e.g. Dr's appointments, meetings, travel).

Sickness Pay Provision

Company Sick Pay

Employees are entitled to up to 5 days paid sick leave per calendar year. Company sick pay is entirely at the discretion of the Company but will not be unreasonably withheld as long as you have complied with the notification requirements. You will be required to attend a return to work meeting with your Line Manager and submit a return to work form to HR if you are absent for greater than 7 days and you will also be required to provide a statement of Fitness for Work from your G.P.

MMGY Global reserves the right to refuse to pay sick pay if it has reasonable cause to think that an employee is not genuinely sick, if it has cause to believe that an employee is abusing the sick pay scheme, if an employee has failed to comply with the notification requirements, or has not supplied the appropriate certification. If the sick pay scheme has been abused, disciplinary action may follow.

Payments of sick pay may be terminated, suspended or reduced if an employee fails to notify the Company of relevant facts, or if their absence or continued absence is due to their taking an unwarranted risk (in or out of work), conducting themselves in a way that prejudices their recovery, abusing alcohol or drugs or other substances, or recklessly endangering the health and safety at work of themselves and others.

Statutory Sick Pay (SSP)

All employees have a right to statutory sick pay (SSP) as long as they earn more than the lower earnings level. SSP is not however payable for the first three qualifying days of absence. (A qualifying day is a day on which you are normally expected to work under your contract of employment).

There is a limit of 28 weeks' SSP in any one period of sickness or linked periods. (Periods of sickness are said to be linked if the second period starts within eight weeks of the end of the first period.)

SSP is paid in the same way as ordinary pay and is liable to tax and National Insurance contributions. For the current rate of SSP please visit https://www.gov.uk/statutory-sick-pay

In some situations, in line with Government guidance, an extension of self-certification of absence will be temporarily accepted. You will be informed of any such changes as these apply.

Pension Scheme

You will be automatically enrolled in the Company Pension scheme after 3 months of employment. You may elect to opt out of the scheme if you so wish. Please note that no member of the Company can advise you on whether you should join or not. If you are unsure, you should seek independent financial advice.

Private Medical Insurance

All permanent employees are entitled to join the company healthcare scheme after successfully completing their probationary period. Employees can include their dependents in the Company scheme at their own cost through salary deduction.

The scheme and the healthcare provider might change from time to time. You can speak with HR for further information on the details of the Company Health Insurance policy.

Go Explore! Travel Reward Programme

Introduction

At MMGY Global, our employees are the core of our success. In our efforts to attract, retain and motivate our most important asset, our people, we have developed a best-in-class, one-of-a-kind travel reward program. This program both rewards our employees and exemplifies our commitment to living our mission of inspiring people to go places.

<u>Benefit</u>

<u>Summary</u>

MMGY Global will be providing reimbursement for eligible travel expenses based on your anniversary date, which is further detailed below.

For all employees hired prior to 2022, the eligibility for the travel reward program begins January 1, 2022. For employees starting with MMGY Global after January 1, eligibility is based upon the quarter in which the employee is hired. Upon reaching an employee's second-year

anniversary date, the employee will become eligible to receive reimbursement for up to £230 for eligible travel expenses to be used in the year following their second anniversary date, or the third year ("Third Year Anniversary Benefit")

However, should an employee decline to use their Third Year Anniversary benefit they will then become eligible for up to a £1,596 reimbursement of eligible travel expenses upon reaching their third-year anniversary date, to be used in the year following their third-year anniversary date, or in their fourth year ("Fourth Year Anniversary Benefit").

Again, should an employee decline to use their Fourth Year Anniversary Benefit, they will become eligible for up to a £3,650 reimbursement of eligible travel expenses upon reaching their fourth-year anniversary date. This reimbursement would be used in the year following the employee's fourth year anniversary, or during their fifth year ("Fifth Year Anniversary Benefit").

As an added benefit, MMGY will provide an additional **cash payment** to employees when the reimbursement is issued. This cash benefit brings the total value of the benefits to:

- £380 Third Year Anniversary Benefit (Taken after the total completion of 2 years)
- £2,660 Fourth Year Anniversary Benefit (Taken after the total completion of 3 years)
- £6,080 Fifth Year Anniversary Benefit (Taken after the total completion of 4 years)

*See the "Tax Implications" section for more details on this additional cash payment.

There are no further benefits beyond the Fifth year Anniversary Benefit, however your eligibility restarts at Year Zero after a benefit is used or after the expiration of the fifth year if the benefit is not used.

Once an anniversary benefit is used, an employee will return to "**Year Zero**" and again for the purposes of calculating the eligible benefit. For example, if an employee with an anniversary date of January 1, 2022 used the

Fourth Year Anniversary benefit (£2,660 reimbursed during the calendar year 2025). They would then be eligible for the Third Year Anniversary Benefit during the calendar year 2027).

For the avoidance of doubt and notwithstanding anything to the contrary, in no event shall an employee be entitled to payment of this benefit in cash, at termination or otherwise, and this benefit is fully forfeited as soon as an individual is no longer an employee of MMGY Global.

In the case that an employee is leaving the company and has utilized some of the benefit, consistent with the guidelines of this policy, MMGY Global will honour reimbursing for expenses used and fully paid prior to the resignation. However, MMGY Global will not reimburse the employee for any expenses or trips planned or paid for after the resignation/termination notice is given. Employees must submit all expense reimbursements prior to their last day to be reimbursed for what they have already utilized. Employees will not be paid out for any

unused benefit. Deposits, reservations, etc. will not be considered "fully paid" and eligible for reimbursement.

Eligibility and Eligible Expenses

Any global employee of an MMGY Global LLC, or of any subsidiary who is fully or majority owned by MMGY Global LLC ("MMGY Group") are eligible to participate in this benefit. This plan does not extend to any contractor or individual who is not considered a legal employee directly employed by the MMGY Group.

Any travel-related expenses are eligible for reimbursement. Examples include but are not limited to: Cost of airline tickets, hotel accommodations, transportation expenses, food and beverage, purchase of luggage, and expenses related to attractions or excursions. Expenses for travel companions, such as family, partners, or friends, may also be reimbursed - subject to the total reimbursement cap.

This reimbursement is intended to encourage employees to travel and provide experiences, therefore everyday expenses or gift cards would be excluded from reimbursement. Any expenses which, in MMGY's reasonable judgment, are outside the intention of this program may be subject to disqualification from reimbursement.

Expenses must be incurred within 12 months of reaching eligibility. For example, for an employee who is eligible for the Fourth Year Anniversary on January 1st, 2024, MMGY Global would only reimburse expenses incurred between January 1st, 2024, and December 31st, 2024.

<u>Anniversary Date- Based Quarterly</u>

Anniversary dates will be based on the fiscal quarter. For employees who are hired after December 31st, 2021 their anniversary date will be the first day of the calendar quarter following their first day of employment. So, for an employee whose first day is February 15th, the Anniversary date will be April 1st.

For Employees who were hired prior to December 31st, 2021 their anniversary date for this program will be considered January 1st, 2022.

Any employee who leaves and returns to the company within 180 days will have their tenure reinstated and they'll be able to continue participating in this program based on their tenure.

Reimbursement Process

All eligible program expenses must be submitted on MMGY Global's standard manual reimbursement form and supported by receipts or other documentation as may reasonably be required by MMGY Global or local tax authorities. Submitted expenses must have been fully paid for by the employee; deposits, reservations, etc will not be considered "fully paid" and eligible for reimbursement.

For ease of tracking employees will only be able to submit <u>one</u> reimbursement expense which must include all expenses the employee would like reimbursement for. Expenses must be submitted to and approved by HR utilizing the following address and must include proof of receipts: **travelbenefits@mmgyglobal.com**. Upon approval of expenses, these amounts will be included in the employee's next payroll payment.

While the benefit may be used over the course of multiple trips during the year, only **one** expense report may be submitted and only one reimbursement payment will be made. Furthermore, all expenses incurred must be submitted within **30 days of the final month of eligibility**. For example, if an employee was eligible for a benefit starting January 1st, 2024, the related expense report must be submitted by January 30th, 2025 (though can be submitted earlier).

Please note that this policy is subject to specific terms and conditions. Please ensure to read this document in its entirety, including the local annexes.

Please review the policy in its entirety on the Intranet located under Resources>Human Resources>Employee Resources>Go Explore! Travel Reward Program (Global)

Employee Referral Programme

The employee referral benefit program rewards employees for recommending a candidate for an open permanent position in our company. Employees will be eligible for a flat referral fee of £500, £250 will be paid upon hire and the remaining £250 upon successful completion of probation period in the relevant months pay.

If you know of someone who would meet the qualifications and be a great addition to the team, please email the candidate's resume to ukhr@mmgyglobal.com along with the position they are being recommended for. We post all open positions within the Company on the MMGY GLOBAL website and on the Career Centre of our HRIS platform.

The referral must represent the candidate's first point of contact with the Company. All candidates will be evaluated for employment consistent with the Company policies and procedures. Information regarding the hiring decision will remain strictly confidential.

All MMGY Global employees are eligible for the referral reward, except line managers with direct hiring authority and/or supervision over the referred candidate or those working in a recruitment capacity for the Company.

Dog Friendly Policy

Employees are welcome to bring their dogs onto our premises during working hours in accordance with agreements and policies of our office building. For the comfort of other employees and our clients, you should keep your dog on a lead and under control at all times. Under no circumstances, are you allowed to leave your dog unattended. Dogs need to be vaccinated and you need to hold their record book at all times.

You must have written permission from an HR Manager to bring your dog to work. Permission will not be given for dogs that are unwell. Written permission will only be given when:

- There's evidence that your colleagues are not allergic and are happy with the proposal;
- You've agreed where your dog will stay and where bedding, bowls etc. will be placed to avoid creating trip hazards or obstruct fire exits;
- You have supplied proof of adequate insurance cover for damage to third party property or injury to third parties (including colleagues);
- You take full responsibility for your dog whilst on company premises. You must ensure
 your dog is under full control at all times, does not cause damage, you are responsible
 for ensuring they have appropriate toilet breaks clearing up any toilet accidents but
 doing all you can to avoid this from happening;
- You agree you are responsible for exercising your dog at normal rest and meal breaks, that you have sufficient bags or 'poop scoops' and dispose of any waste in appropriate waste receptacles.

Permission will be withdrawn if the dog misbehaves or is not kept under full control at all times.

We will require all employees to sign their pet up the day before by the use of the "Sign-up Sheet", which will be shared with all staff via Google Doc. Employees must understand that a maximum of 5 dogs are allowed on the premises at a time with a maximum of 2 dogs per floor and therefore spots are filled on a first-come-first serve basis.

In order to be able to participate in this policy your dog must be at least three months old, sprayed or neutered, up to date on all vaccinations, free from any infections, house-trained, obedient – with no history of biting/excessive barking/aggressive behaviour and well socialised with both humans and other animals.

This policy is subject to office arrangements and applies only to our 58 Southwark Bridge Road office. If we move premises, we may need to reconsider this policy. Expressly dogs are not

permitted in the Boardroom, Penthouse or Rooftop Terrace.

The above provisions aim to assist with the smooth running of our business. We reserve the right to remove the policy at any time and restrict certain days should the needs of the business dictate. Thank you in advance for your cooperation.

You agree that any damage that is caused by your dog is your full responsibility, and you are required to reimburse the full cost of any repair or replacement. You agree that we have the express written permission to deduct any cost directly from your wage/salary.

Leave Arrangements

Annual Leave

Your annual leave entitlement is detailed in your Contract of Employment or any subsequent variation forms.

Holidays must be agreed with your manager as early as possible (at least 2 weeks notice). The Company will, where possible, try to accommodate individual preferences for holiday dates but the needs of the business may have to take precedence, particularly where short or inadequate notice is given.

- The holiday year runs from 1st January to 31st December.
- Leave for employees joining after the start of the leave year will be calculated pro rata based on their joining date.
- Holiday is calculated on a pro rata basis for those employees joining or leaving the company part way through the year by dividing the total number of holiday days shown in your individual Statement of Main Terms of Employment by 52 (weeks) and multiplying by how many weeks you will/have worked in the leave year. Should the calculation not be a whole number it will be rounded up.
- Your holiday pay will be calculated using the previous 52 weeks (or if you have worked for us for less than that, the number of weeks you have been employed) as a reference period.
- Leave for employees who terminate their employment during the leave year is calculated on the same basis. If, however, the annual leave entitlement has been exceeded, a deduction calculated on the same basis will be deducted from the final salary payment.
- Holiday entitlement can be carried forward up to a maximum of 5 days. Any carry over days must be taken during the first quarter of the next year.
- Payment in lieu for unused leave will only be considered when an employee is leaving the Company.

MMGY Global also recognises statutory Bank Holidays in addition to basic annual leave entitlement.

Birthdays

All permanent MMGY Global employees are eligible to take off their birthday (or a day within the calendar month of their birthday) with full pay. Birthday leave must be pre-approved by your line manager. This is not an accruable benefit and employees cannot carry over unused birthday leave to the following year.

Floating Holiday

All permanent MMGY Global employees are eligible for two floating holidays (leave days) per calendar year. Employees that join the Company on or after July 1 of the calendar year will be eligible for one floating holiday in their first year of employment. These days can be used for any recognised or religious holiday when the Company is not already closed. These days must be used on the actual holiday, and be pre-approved by your line manager at least two weeks in advance. This is not an accruable benefit and employees cannot carry over floating holidays to the following year.

While not intended to be an all-inclusive list, the following link shows Holidays & Observances that are deemed appropriate for floating holiday use:

Holidays & Observances in the UK

Days in Lieu

Because of the nature of our business, working on weekends will be required from time-to-time. While not guaranteed, line managers have the ability to grant tine in lieu when employees are required to work weekends at the specific request of the Company.

Not all time will qualify for days in lieu, and granting this will be at the discretion of the line manager. However, general guidelines include::

- One full lieu day for each complete weekend day worked at a UK trade/consumer show on behalf of a client.
- For overseas trips, with the prior approval of your line manager, a recovery day can be taken immediately upon return after a night flight (i.e. land at 06:00 and take that day off)

All lieu days will have to be approved by an Associate Director before they are taken. Therefore, if you are working a consumer show you must obtain written authorisation from your line manager/director before the show.

Lieu days must be taken at such times as approved by your line manager. Please note that this is not a contractual entitlement and from time to time is subject to change in accordance with business and Company requirements. Wherever possible you will be notified of any change in writing.

This policy does not apply to any Company Director of the Group.

Bereavement

As an MMGY Global employee, you are entitled to take five working days to attend the funeral and/or take care of personal matters related to the death of a member of your immediate family or in the unfortunate case of miscarriage or the loss of an unborn child. These days and allowable travel time will be based on your personal situation and the relation of the deceased. Management reserves the right to review this on a case-by-case basis. The following defines "immediate" family:

- Spouse/Partner
- Child/Stepchild
- Parents/Stepparents/Guardian
- Grandparents
- Siblings
- Mother-in-law
- Father-in-law
- Sister-in-law
- Brother-in-law
- Grandchildren

Note: If not a member of the 'immediate family' list designated above, you are entitled to one day of bereavement leave.

The Company also understands that animals often play the part of family in our lives. As such, employees losing a pet are entitled to use a bereavement day.

Bereavement leave will normally be granted unless there are unusual/extreme business needs or staffing requirements. Employees may, with the approval of an employees Line Manager or Brand Lead, use any available paid leave for additional time off as necessary.

Jury/Witness Service

MMGY Global UK employees will be able to take the necessary time off if they are called for either jury or witness service, and will continue to receive fully pay for up to two weeks of civil service annually. After the two weeks of pay are exhausted, regular full-time employees will be permitted to take additional time off for jury duty but will not be compensated and will be required to use annual leave before going unpaid.

Once you receive the jury or witness summons, you must notify your line manager and Human Resources within 48 hours. On any day or half-day, you are not required to serve, you will be expected to work.

Maternity Leave and Pay Policy

Maternity Rights

Pregnant employees have the following key maternity rights:

- time off for ante-natal care
- maternity pay linked to your level of earnings
- maternity leave.

You will be entitled to take 26 weeks' Ordinary Maternity Leave and 26 weeks Additional Maternity Leave, irrespective of your length of service or the number of hours worked each week.

You may not return to work during the two weeks immediately following the birth of your child.

You are free to choose when you would like your maternity leave to start, however, the earliest you can choose to start your maternity leave is during the 11th week before the expected week of your child's birth.

In certain circumstances, your maternity leave may start automatically earlier than the date you chose as the start date for your maternity leave. This applies where you are absent from

work for pregnancy related illness at any time during the four weeks before the expected week of childbirth or if you give birth early.

If you have at least 26 weeks' service by the end of the 15th week before your child is expected to be born, you may be entitled to Statutory Maternity Pay (SMP), provided your average weekly earnings are at or above the Lower Earnings Limit for National Insurance.

SMP is payable for 39 weeks. For the first 6 weeks, SMP will be paid at 90% of your average weekly earnings. For the remaining 33 weeks, SMP will be paid at the standard rate which is prescribed by regulations and is adjusted from time to time. The Company will inform you of the applicable rate. If your average weekly earnings fall below the standard rate, SMP will be paid at 90% of your average weekly earnings throughout.

SMP will be paid subject to deductions for tax and National Insurance contributions in the normal way.

In order to be eligible for maternity leave and SMP, you are required to notify your line manager and HR in writing by or during the 15th week before the expected week of your child's birth. You must inform your Line Manager and HR of the following:

- you are pregnant
- the week in which your child is due
- the date you intended to start your maternity leave
- the date from which you will be claiming SMP

You should enclose a MAT B1 certificate with your written notification signed by your registered doctor or registered midwife to confirm the expected week of childbirth.

You may change the date you start your maternity leave providing you give at least 28 days' notice in writing of either the new start date or the original start date (whichever is earliest).

Within 28 days of receiving your notice, the Company shall notify you in writing of the date when your maternity leave will end.

Following notification of your pregnancy, HR will meet with you to discuss your rights and entitlements during maternity leave, including the accrual and use of annual leave and the level of contact you would like with the Company during your maternity leave. You should feel free to raise at this meeting any queries or concerns you have.

You are entitled to paid time off for antenatal care. 'Antenatal care' is not just medical appointments - it can also include antenatal or parenting classes if they've been recommended by a doctor or midwife.

You are also entitled to up to 10 keep in touch (KIT) days during your maternity leave where you are able to work before returning from maternity leave. It is up to you if you wish to work these days. The rate of pay for the work will be calculated based on your normal salary on a prorata basis. Your right to maternity leave and SMP will not be affected.

During Ordinary Maternity Leave, you will continue to receive your contractual benefits and your normal terms and conditions will continue to apply, except for those terms relating to wages and salary. You will continue to accrue your contracted annual leave. For the avoidance of doubt, this does not include additional leave days such as; birthdays, floating holidays or the Christmas shutdown period.

During Additional Maternity Leave, the rights and obligations under your contract of employment will continue to apply similarly to during Ordinary Maternity Leave, except for those relating to wages and salary. You must still give notice in accordance with your contract of employment if you want to leave. In addition, you will continue to be bound by your obligations of confidentiality and loyalty.

During the period of ordinary maternity and paid additional maternity leave (i.e. when you are still receiving SMP), your pension contributions will be based on the amount of actual pay you are receiving whilst the Company's contributions will be based on the salary you would have received had you not gone on maternity leave. You may wish to increase your own contributions to make good any shortfall whilst you are in receipt of less than your usual salary. However, unless the pension scheme rules or your contract of employment provide otherwise, the Company will not make contributions during any period of unpaid additional maternity leave. Subject to the pension scheme rules, you may make member contributions during this time.

The Company has a duty to take care of the health and safety of all employees. We will carry out a risk assessment to assess the office-based risks to new and expectant mothers. Following the risk assessment, if it is identified that you would be exposed to health hazards in carrying out your normal job duties, the Company will take such steps as are reasonably necessary to avoid those risks, such as altering your working conditions. In some cases, this may mean

offering you suitable alternative work (if available) on terms and conditions which are not substantially less favourable.

If you have concerns about your own health and safety at any time you should consult your Line Manager and HR immediately.

You do not have to notify the Company separately of your return date. It will be assumed that you will come back to work on the date the Company has notified you is the end of your maternity leave period. However, if you wish to return to work before the end of your full maternity leave entitlement, you should give your line manager at least 8 weeks notice in writing of your intended return date.

If you return to work immediately after a period of Ordinary Maternity Leave you will return to work in the same job you left before you started your maternity leave.

If you return to work from a period of Additional Maternity Leave, you will return to the same job you were employed to do. If this is not reasonably practicable, you will be offered a similar job on equally favourable terms and conditions.

If you decide not to return to work after maternity leave, you should confirm this in writing and give the notice required by your contract of employment.

On your return from maternity leave, your line manager will arrange a meeting with you to discuss any changes which have taken place during your absence. This will be an opportunity to discuss any flexible working arrangements. You should also feel free to raise at this meeting any queries or concerns you have.

Parallel arrangements are available for the adoption of a child.

Paternity Leave and Pay

Statutory Paternity Leave is a maximum of two weeks' leave, following the birth of a child, taken in order to support the mother or care for the new child. It can be taken as a single week or two consecutive weeks. It cannot be taken as odd days or as two separate weeks. You must inform Human Resources 15 weeks before the birth date if you wish to take Paternity Leave.

Statutory Paternity Leave must be taken within 56 days of the birth. If the baby is born earlier than expected, it must be taken within 56 days from the date the baby was due.

To qualify you must have worked for the Company for at least 26 weeks by the end of the 15th week before the expected birth week.

Statutory Paternity Pay is paid at a fixed rate per week (determined in legislation) or 90% of average earnings if that is less. It is paid less tax and National Insurance contributions in the normal way.

During Statutory Paternity Leave, you are entitled to all of your normal contractual terms and conditions as if you were not absent, apart from basic wages and salary. You have the right to return to exactly the same job, on the same terms and conditions after Statutory Paternity Leave.

Paternity leave and pay are also available for the adoption of a child.

Shared parental leave

This leave entitlement is designed to give parents / adopters more flexibility in how to share the care of their child in the first year following birth or adoption. If you are eligible you can share up to 50 weeks leave, you and your partner can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child. To be eligible you must meet the following criteria:

- You (or your partner) must be entitled to maternity / adoption leave, or statutory
 maternity / adoption pay (or maternity allowance from the Government) and you must
 share the main responsibility for caring for the child with your partner. In addition, you
 and your partner will also be required to follow a two-step process to establish eligibility
 as follows:
- Step 1 Continuity test: if you are seeking to take shared parental leave, one parent / adopter must have worked for the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of having been matched with a child or adoption) and they should still be employed in the first week that shared parental leave is to be taken.
 - The other parent /adopter has to have worked for 26 weeks in the 66 weeks leading up to the due date and have earned at least £390 in total in 13 of the 66 weeks (add up the highest paying weeks, they don't need to be in a row)

• Step 2 - Individual eligibility for pay: To qualify for shared parental pay the parent / main adopter must, as well as passing the Continuity test, also have earned an average salary of the National Insurance lower earnings limit or more for the 8 weeks prior to the 15th week before the expected birth / adoption.

Unpaid Parental Leave

As well as Shared Parental Leave, any eligible employee who has or expects to have responsibility for a child is entitled to take Unpaid Parental Leave to care for that child. This includes the child's registered father or anyone else who has or expects to have formal parental responsibility for the child. To be eligible to take Parental Leave, an employee must have been employed by the Company for at least one year.

Parental Leave consists of 18 weeks' unpaid leave for each child born or adopted, taken at any time up to the child's eighteenth birthday. Up to four weeks' Parental Leave can be taken in respect of each child, each year, in blocks of one week or more. Employees cannot take the leave in blocks of less than one week, unless the child is disabled. You must give your line manager at least 21 days notice of your intention to take Parental Leave.

Although the situation around pregnancy and adoption appears complex, it is normally quite straightforward to work out your entitlement. Therefore as soon as you know you are pregnant or have been matched with a child for adoption, please let your manager know as soon as is practical. We will calculate your entitlement and the relevant dates for you.

Time Off For Dependants

You are legally entitled to take a reasonable amount of time off to deal with certain prescribed emergencies involving certain dependants. This leave is called Time Off for Dependants. Time Off for Dependants can be taken, for example, if a dependant falls ill or is injured, if care arrangements break down. A dependent is your child (including adopted child), husband, wife or parent. It also includes someone who lives in your household, and someone who reasonably relies on you, such as an elderly relative. Any time taken off must be necessary and reasonable in the particular circumstances. Paid time off for dependants is at the discretion of the business.

Leaving the Company

Notice Periods

Notice periods are covered in your Contract of Employment. These periods of notice will apply if you are dismissed on grounds of competence or if your dismissal is the result of disciplinary proceedings in circumstances where summary dismissal is not justified. Your employment may be terminated without notice where dismissal follows disciplinary proceedings.

Working Notice

In all cases the Company reserves the right to enforce your full notice period.

The Company may during your notice period and where it has reasonable grounds to do so require you to remain away from work and/or not perform all or part of your duties for such period, subject to your being entitled to receive your normal pay and benefits during any such period except that you will not receive any bonus or commission payment that is dependent on work being undertaken or on sales or leads being generated.

If you resign and are in possession of Company property (including computer files), you should make your manager aware of these, and arrange how they will be handed back to the Company. You remain bound by the confidentiality arrangements outlined in your contract of employment during this period.

If deemed appropriate, and as an alternative to working your notice, the Company reserves the right either to transfer you to other suitable duties during your notice period or to require you to accept payment in lieu of any entitlement to notice (PILON).

Other Conditions on Leaving

On leaving, the Company will deduct from any money due to you such sums as you may owe to the Company. These may include, but are not restricted to, any loans, relocation assistance, court orders and payment made for holidays taken in excess of entitlement.

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Contract of Employment, you will have an amount equal to any

additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

Before leaving, you must hand over to your manager all articles belonging to MMGY Global UK including any documents, equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software. The Company reserves the right to deduct from your final pay the costs of unreturned Company equipment.

After you have left the Company, you undertake and agree that you will be bound by the confidentiality and post-employment obligations contained on the Restrictive Covenant Agreement and must not:

- Solicit or seek to entice away any Company staff
- Use or divulge to any person or organisation any confidential information relating to the business of MMGY Global UK

Should your employment be terminated following disciplinary action it is likely you will receive payment in lieu of notice. However, as there are numerous reasons as to why someone is dismissed, payment in lieu of notice will be reviewed on an individual basis taking into consideration the reasons behind the dismissal.

Should you be dismissed for reasons of gross misconduct, your employment will be terminated immediately without the benefit of notice or payment in lieu of notice.

Retirement

In line with current legislation MMGY Global does not have an age where it expects employees to retire. It is however our policy to have regular workplace /appraisal discussions with all our staff where they can discuss performance and any development needs they may have, as well as their future aims and aspirations. Staff and their managers can also use this opportunity to discuss retirement planning should the employee wish to do so. You should ensure that you inform your line manager at least 6 months before you plan to retire to ensure all appropriate arrangements are made (e.g. sourcing a replacement, mobilising your Company pension etc).

Health and Safety

MMGY Global recognises and accepts its responsibility as an employer to maintain, so far as is reasonably practicable, the safety and health of its employees, and of other persons who may be affected by its activities.

It is your duty as an employee not to put at risk either yourself or others by your acts or omissions. You should also ensure that you are familiar with the Company health and safety arrangements. Should you feel concern over any health and safety aspects of your work, this should be brought to the attention of your line manager immediately.

Procedure in the event of an accident

An Accident Book is available from the Office Manager and it is the responsibility of each individual employee to report and record any accident involving personal injury. Any accident or near miss occurrence (i.e. no one was injured but the incident had the potential to injure or kill) at work should be reported immediately to your line manager.

All employees who are absent from work following an accident must complete a self-certification form, which clearly states the nature and cause of the injury.

For any employee who suffers an injury at work which results in them being away from work, or unable to do their normal work, for three days or more (including weekends, rest days or holidays) it is important that your manager is informed as the Health and Safety Executive also need to be informed by the Company that an injury or dangerous occurrence has taken place. Employees are not expected to make this report themselves.

First Aid

The Company believes that best practice is to ensure staff have access to a trained First Aider or Appointed Person (someone who can take charge in the event of an accident). Details of these trained staff will be displayed on your local notice board and you should familiarise yourself with names and contact details.

Fire Safety

Fire is a significant risk within the workplace. All employees have a duty to conduct their operations in such a way as to minimise the risk of fire and they are under a duty to report immediately any fire, smoke or potential fire hazards, such as faulty electric cable or loose connections. Employees should never attempt to repair or interfere with electrical equipment or wiring themselves.

Smoke detectors and manually operated fire alarms are located at strategic points throughout the workplace. If a smoke detector sounds or fire is discovered, it is the responsibility of any employee present to activate the alarm and evacuate the building.

All employees must ensure they are familiar with their evacuation route and designated assembly point in case of fire. Practice fire drills will be conducted on a regular basis to ensure employee familiarity with emergency evacuation procedures.

Personal Safety

Generally, you should try to avoid working alone whenever this is possible. However, if you have to work alone, then you need to develop an awareness of the risks and how to minimise them.

Prior to making an appointment with someone you do not know, obtain as much information as possible about the person you are meeting and arrange to meet the person in Company premises. Always ring back the telephone number you have been given to confirm that it is legitimate. If a mobile number is given you should always ask for an alternative fixed line number.

If visiting, let your colleagues or manager know where you are going, with whom and what time you are expecting to return. If you think that you are going to run over your original timescales, let your colleagues / manager know.

If you are at all concerned that you are being placed in a dangerous situation through your employment, you must discuss this with your line manager.

Capability, Disciplinary and Grievance Procedures

Capability Procedure

Scope

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

Job Changes / General Capability Issues

If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

Personal Circumstances / Health Issues

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and

prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

Disciplinary Procedure

Scope

It is necessary to have a minimum number of rules in the interests of the whole organisation.

The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.

The following rules and procedures should ensure that:

- the correct procedure is used when requiring you to attend a disciplinary hearing;
- you are fully aware of the standards of performance, action and behaviour required of you;
- disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
- you will only be disciplined after careful investigation of the facts and the opportunity
 to present your side of the case. On some occasions temporary suspension on
 contractual pay may be necessary in order that an uninterrupted investigation can take
 place. This must not be regarded as disciplinary action or a penalty of any kind;
- other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
- you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
- if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

Disciplinary Rules

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific

examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

Rules covering unsatisfactory conduct and misconduct

You will be liable to disciplinary action if you are found to have acted in any of the following ways. This list is not exhaustive:

- failure to abide by the general health and safety rules and procedures;
- smoking in designated non-smoking areas;
- consumption of alcohol on the premises;
- persistent absenteeism and/or lateness;
- unsatisfactory standards or output of work;
- rudeness towards clients, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- unauthorised use of e-mail and internet;
- failure to carry out all reasonable instructions or follow our rules and procedures;
- unauthorised use or negligent damage or loss of our property; and
- failure to report immediately any damage to property or premises caused by you.

Serious Misconduct

Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.

You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

Rules covering gross misconduct

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- theft or fraud;
- physical violence or bullying;
- deliberate damage to property;
- deliberate acts of unlawful discrimination or harassment;
- possession, or being under the influence, of drugs* or alcohol at work; and
 *For this purpose, the term 'drugs' is used to describe both illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.
- breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list.)

Disciplinary Procedure

Disciplinary action will be based on the following procedure;

	1st stage	2nd stage	3rd stage	Final stage
Unsatisfactory Conduct	Formal verbal warning	Written warning	Final written warning	Dismissal
Misconduct	Written warning	Final written warning	Dismissal	
Serious Misconduct	Final written warning	Dismissal		
Gross Misconduct	Dismissal			

This disciplinary procedure is non-contractual and does not form part of an employee's contract of employment.

If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.

In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

General Notes

We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal.

If you are in a supervisory or Managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.

In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.

Gross misconduct offences will result in dismissal without notice.

You have the right to appeal against any disciplinary action.

Grievance Procedure

It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.

Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.

You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.

If you feel aggrieved at any matter relating to your work you should first raise the matter with your line manager or relevant Director, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.

Appeals

Every employee has the right to appeal against the <u>outcome</u> of a disciplinary/capability/grievance hearing. The basis of an appeal should normally relate to one of the following areas:

- that the Company's Procedure had not been followed correctly;
- that the resulting action was inappropriate;
- that the need for action was not warranted; or
- that new information regarding action, has arisen.

An appeal should be put in writing and submitted to HR. The letter of appeal may be constructed by the employee or their representative. The letter should contain the grounds for appeal and should be lodged within 5 working days of receipt of the warning / dismissal letter. An appeal hearing will be arranged by HR within 20 working days of receipt of the appeal letter.

In general, Appeals will be heard and decided by <u>two</u> members of leadership (i.e, the Appeal Committee):

- a Manager/Director or a Leadership Team member not directly involved in the initial discipline; and
- an HR Leader.

Appeals against Verbal and First Warnings

In the case of verbal and first warnings, the appeal will be heard by the manager next in line to the one who issued the warning, along with the appropriate HRBP.

Appeals against Downgrading, Final Warnings and Dismissal

The hearing and determining of appeals against final warnings and dismissal will be heard by the appropriate Director or Global Leadership Team member, and the HR SVP.

When dealing with an appeal against a Final Warning or Dismissal written statements of case must be submitted at the time the appeal is made. No additional written evidence will be admitted by the Appeal Committee after this time.

Witnesses may be required by either party at an appeal hearing, dependent upon the circumstances and nature of the case. However, there is no specific obligation on either party

to produce a witness. Either party must give 5 days prior notice that they intend to call specific persons involved or associated with the case under consideration.

It is the responsibility of the management representative and for the appellant to each arrange for the availability and attendance of any witness they wish to call.

Appeal Decisions

Internal decisions rendered by the selected leadership board will be considered final and binding.