



EMPLOYEE HANDBOOK

CURTIS INSTRUMENTS, INC. – MT. KISCO, NEW YORK



CURTIS

1960
2020

**INNOVATION
& EXCELLENCE**

www.curtisinstruments.com

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Welcome

Welcome to Curtis. We are pleased to have you with us and sincerely hope you will find the opportunities, satisfaction and friendships that others have found within Curtis. Your individual contribution and the team spirit with which you perform are fundamental to success – both yours and Curtis’.

About This Handbook

This employee handbook has been prepared to inform you of Curtis’ history and assist you with the various benefits and programs offered and other information related to your employment. This handbook is intended to serve as a quick reference and to give you a clear understanding of what is expected from you as an employee and what you may expect from Curtis with regard to our employment practices, but it cannot anticipate every situation or answer every question concerning human resource issues. You should read and become familiar with the policies and procedures described in this handbook. If you believe anything is unclear or if you have questions, please contact your human resources representative.



Curtis hopes through these policies and procedures to promote a safe, equitable, friendly, effective and enjoyable working environment that is in compliance with federal and state and local laws and regulations. Failure to comply with these policies and procedures may result in disciplinary action, up to and including termination from employment.

Curtis may from time to time, at its sole discretion, add to, alter or delete any of its policies, practices, or benefits described in this handbook. In any situation concerning benefit plans, the terms of the plan supersede any contrary statements contained in this document. This employee handbook replaces and supersedes all prior handbooks and policies of Curtis.

Nothing in this handbook is intended to preclude or dissuade employees from: (a) reporting possible or suspected violations of law or regulation to any governmental agency or entity, cooperating with any such agency in an investigation, or making other legally protected disclosures; or (b) engaging in any other activity protected by federal, state or local law. Individual contribution and the team spirit with which you perform are fundamental to success – both yours and Curtis’.



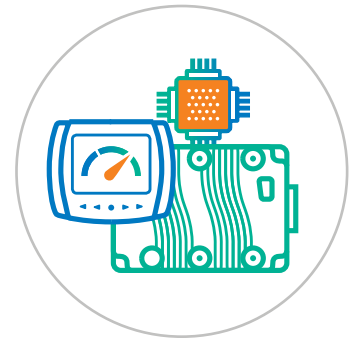
At-Will Employment

Please understand that this handbook is not a legal document or an employment contract, nor can compliance with this manual be construed as creating an expressed or implied contract. Your employment is, at all times “at-will.” That means that either you or Curtis can end the employment relationship at any time, with or without reason. No one other than the President or Vice President of Human Resources of Curtis Instruments, Inc. is authorized to enter into an employment agreement on behalf of Curtis. Any such agreement entered into by the President or VP of HR can only be made in writing signed by the President or VP of HR. Oral statements or representations cannot modify, change or delete the provisions in this handbook, including the policy of at-will employment.

1. About Curtis Instruments, Inc, (www.curtisinst.com)

Curtis Instruments, Inc. is a world-leading provider of instrumentation and control products for equipment and vehicles used in a variety of industries.

For electric vehicles (EVs), Curtis designs, manufactures and markets battery monitors, speed controllers, battery chargers and power converters. These products can be found in forklift trucks, golf cars, wheelchairs, ground support equipment, aerial work platforms, sweeper scrubbers, and many other off-road EVs. Curtis electronic gauges for internal combustion engines are designed for tough off-road applications. Fuel, temperature and pressure gauges, as well as other types of instruments developed by Curtis, are programmable and provide signal outputs.



1.1 Brief History of Innovation and Excellence

Curtis Instruments

In 1960, Edward Marwell and his then partner Curtis Beusman founded Curtis Instruments, Inc. With fewer than 10 people working in a small Mt. Kisco storefront, Curtis produced highly accurate timers, which NASA built into every major electronic system of Lunar Landing Modules, starting with the first moon landing in 1969.



The small business quickly earned a reputation for innovation and excellence. Over the next forty-seven years, Curtis developed into a world leader in electric vehicle technology and established a global subsidiary network.

One of the hallmarks of the company success is its unique “10 Points” philosophy, the operating principles by which Curtis employees serve customers, commit to product quality and interact with one another and their communities. Curtis is likewise committed to its customers and employees and its role as a corporate citizen.

In 2001, Stuart Marwell was named President & CEO of Curtis and has continued to strengthen the company’s global competitive position. Under his leadership, the company introduced groundbreaking products and positioned the company for on-going success by solidifying Curtis’ global brand recognition.

Today, Curtis is a world leader in electric vehicle technology, primarily in off-road and industrial applications. Curtis technology is used in millions of electric vehicles, such as forklifts, aerial lifts, neighborhood electric vehicles, personal transporters, golf cars and wheelchairs.

The global company employs approximately 100 people at the Mt. Kisco, New York headquarters and over 1,100 employees worldwide. Curtis products contribute to clean, environmentally friendly transportation. Curtis is equally committed to a high-quality work environment for its employees.



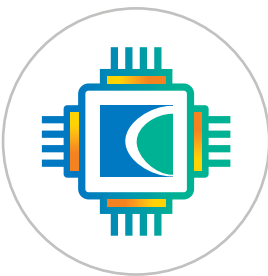
Curtis Instruments, Inc. has been named as a **Best Companies to Work for in New York State** every time we have participated!



1.2 Curtis Sales and Support

Curtis has 11 subsidiaries and 1 (CA) division; including 3 flagship manufacturing sites and 4 engineering centers. The company has created a worldwide sales, support and distribution network in order to enhance its ability to serve customers in local markets. The subsidiaries around the world include:

	organized in
· Curtis Instruments (UK) Ltd., Northampton, England	1974
· Curtis Instruments SAS, Paris, France	1978
· Curtis California, Livermore, California	1985
· Curtis Instruments (Puerto Rico) Inc., Carolina, Puerto Rico	1986
· Curtis Instruments GmbH, Paderborn, Germany	1989
· Curtis/Balkan Ltd., Sofia, Bulgaria	1989
· Curtis Instruments (Pacific), Inc., Tokyo, Japan	1992
· Curtis Instruments (China) Company, Limited, Suzhou & Beijing, China	1995
· Curtis Instruments AB, Stenkullen, Sweden	1995
· Curtis Instruments SRL, Milano, Italy	1995
· Curtis Instruments AG, Biberist, Switzerland	1996
· Curtis Instruments (India), Pune, India	1997
· UK Engineering Center (UKEC), Sunderland, England	2019



For details, please visit the company's website at www.curtisinstruments.com



2. Employment Policies

2.1 Ethics at Work

Curtis is committed to the highest ethical and professional standards and fosters a culture of integrity and accountability. We promote the highest standards in supplier relationships, product development, controllership, customer service, and all employment related practices. We practice these commitments by supporting our employees' families, our local community, and the environment we all live in. It is the responsibility of each employee within the Company to conduct himself or herself in a manner that will reflect the company's commitment of acting with the highest ethical and professional standards in every aspect of the Company's operations.

At Curtis, we are all leaders – responsible not only for our own actions, but for fostering a culture in which compliance with Curtis policy and applicable law is at the core of business-specific activities. It is expected that employees will act with absolute integrity in their daily activities and decisions.

Compliance with this policy of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct can lead to disciplinary action, up to and including termination of employment.



2.2 Curtis 10 Points

- 1 | Our people are our most important resource.
- 2 | Our customers are the source of our well-being; every person in the company is responsible for exceeding customer expectations.
- 3 | Our products must embody the best technology that is available, while meeting the needs of our markets.
- 4 | We strive to design and manufacture only one level of quality — the highest.
- 5 | Each person in the company is responsible for its progress, and each person must share in its success.



2.2 Curtis 10 Points (cont.)

- | | |
|----|--|
| 6 | As a global company, we recognize that strength comes from the diversity of our culture. |
| 7 | We believe in a work environment which encourages and permits each person a sense of his/her own worth. |
| 8 | Relations with colleagues, with customers, and with vendors must be conducted with integrity and fairness. |
| 9 | Creativity in our engineering and in all aspects of our activities is the most essential ingredient of our progress. |
| 10 | Curtis companies are citizens of the larger community and we have a responsibility to contribute to its well-being and progress. |

2.3 Reporting a Concern

It is the responsibility of each Curtis employee to conduct himself or herself in a manner that will reflect the Company's commitment to the highest ethical and professional standards. Therefore, the Company has established the following monitoring system which is designed to ensure absolute compliance with our policy of business ethics and conduct.

Questions or concerns about what is proper conduct for you or anyone else should be promptly raised with your manager and/or Human Resources department personally or anonymously. Your manager and/or Human Resources department will ensure employees' concerns about appropriate conduct are promptly investigated with care and respect. Do not allow anything such as not "making the numbers," competitive instincts or even a direct order from a supervisor compromise your commitment to integrity. Information received will be treated confidentially to the extent practicable and in no event will any retributive action be taken against any employee who discloses information in good faith.



2.4 Conflict of Interest

Curtis expects its employees to conduct business according to the highest ethical standards. Employees are expected to devote their efforts to the interests of the Company. Business dealings that create or appear to create a conflict between the interests of the Company and an employee are unacceptable. Curtis recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, a potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse, qualified domestic partner, mother, father, sister, brother, stepmother, stepfather, stepsister, stepbrother, stepchild, niece, nephew, cousin, uncle, aunt, grandparent, grandchild and in-laws) or friends or acquaintances as a result of the Company's business dealings. The employee must disclose any possible conflicts so that the Company may assess and prevent potential conflicts of interest from arising.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth those which most frequently present problems. If an employee has any questions whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the Human Resources department to obtain advice on the issue.

A violation of this policy will result in immediate and appropriate discipline, up to and including termination of employment.

2.5 Corporate Gifts

Curtis Instruments has the following corporate policy for personnel regarding receipt of gifts or other considerations from vendors:

It is the responsibility and duty of anyone purchasing goods or services for Curtis to maintain an independent relationship with the providers of these goods and services, so that negotiations for obtaining the best possible pricing, quality and service are never influenced by the receipt of gifts or other considerations.

In general, Curtis Instruments, Inc. personnel are not permitted to receive cash, gifts, travel costs, vacations or outings, meals or other considerations from those with whom the Company is conducting business.



2.5 Corporate Gifts (cont.)

Promotional material with a value less than \$25.00 such as a coffee mug, pen, tee shirt, tie, calendar, calculator etc. are permitted as long as they are clearly marked with the logo of the company making the gift. Gifts of food, with the exception of liquor, are acceptable as long as they are shared with the general employee population or given to local food pantries. All other gifts are prohibited and should either be declined or if this is not possible due to extenuating circumstances, the gift should be reported to the next level of management and returned with a letter of explanation, destroyed, or given to charity. A collection box for this purpose will be established at each Curtis location and the charitable donation committee will distribute to designated charities.

Travel costs including transportation, lodging and meals are the responsibility of Curtis and offers to pay for these by suppliers should be declined. If the supplier provides accommodations at a supplier-owned facility, the employee should report this to his or her supervisor who must request that the Accounting department send payment to the supplier. This includes non-work related extensions of business travel arrangements.

Attendance at the invitation of a supplier to a holiday party, open hours, or other supplier-sponsored event is permitted as long as it is reported to your supervisor and approved in advance.

When dining out with a supplier, Curtis personnel should pay for their share of the meal. If the supplier provides a meal in place during a meeting this can be accepted. In cases where meetings are taking place frequently, Curtis and the supplier are expected to take turns with the cost of the meals. Taking meals at a supplier's home is generally not acceptable.

2.6 Relationships with Public Officials

When dealing with public officials, employees must avoid any activity that is, or is likely to be perceived as, illegal or unethical, or that reflects favoritism or undue influence. The appearance of impropriety is as damaging to our Company as an actual misdeed.

Employees must exercise caution to prevent relationships and dealings with public officials from becoming subject to question.



2.7 Company Information and Property

The protection of Curtis business information, property and all other Company assets is vital to the interests and success of Curtis. Accordingly, no Curtis-related information or property, including without limitation, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of Curtis) may be removed from the Company's premises.

In addition, when an employee leaves Curtis, the employee must return to the Company all Curtis-related information and property, including without limitation, documents, files, records, manuals, information stored on a personal computer or on any removable storage drives, office supplies, and equipment.

2.8 Agreement to Maintain Company Information Confidential

In the course of your work it is likely that you will have access to information and material that the Company considers to be proprietary and confidential and highly valuable to the Company.

"Confidential Information" includes non-public, proprietary information relating to the company's trade secrets, business models, business services, sales agreements, pricing information, drawings, designs, blue prints, manufacturing processes, inventions, formulas, vendor agreements, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information, customer databases and other lists and databases of actual and potential customers, non-public information of the company's customers that has been provided to the company in confidence, whether in written form, oral, recorded, electronic or other medium, and other information that derives economic value by being protected. Confidential Information does not include information which: (1) is or becomes generally available to the public other than as a result of your direct or indirect unauthorized disclosure, or the disclosure of another in violation of any existing confidentiality obligation; (2) becomes available from a third party source which is authorized to disclose it to you and such disclosure is not in breach of any existing confidentiality obligations; or (3) was known to you prior to its disclosure to you by the company.



2.8 Agreement to Maintain Company Information Confidential (cont.)

In addition, your employment activities may relate to, and contribute to, the development and/or manufacture of various inventions, discoveries or improvements with respect to Curtis products. You are advised that ownership of such inventions, discoveries and improvements shall at all times belong to the Company.

Confidential Information does not include information pertaining to the terms and conditions of an employee's employment, including wages. Nothing in this policy or in this Handbook is intended to preclude or dissuade employees from: (a) reporting possible or suspected violations of law or regulation to any governmental agency or entity, cooperating with any such agency in an investigation, or making other legally protected disclosures; or (b) engaging in any other activity protected by federal, state or local law.

Additionally, notwithstanding any other provision of this policy, pursuant to the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016, an employee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If an employee files a lawsuit for alleged retaliation by the Company for reporting a suspected violation of law, the employee may disclose the Company's trade secrets to his or her attorney and use the trade secret information in the court proceeding if the employee: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

All employees will be given upon their first day of work a copy of the "Proprietary Information and Inventions Policy" for review and signature of agreement to the terms described within. Any questions regarding the content described, please contact a member of your HR department.



2.9 Employment Eligibility

In compliance with applicable immigration law, Curtis is committed to employing only individuals who are authorized to work in the United States.

All new employees are required to complete an Employment Eligibility Verification form (form I-9) and produce documents establishing identity and authorization to work no later than the third day after starting employment.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility no later than the day on which the current work authorization expires in order to remain employed by the company.

2.10 Minors

A “Permit to Employ” is required for minors under 18 years of age who are not high school graduates. A permit can be obtained from the minor’s junior high or high school and is issued by the superintendent or the superintendent’s authorized representative of the school district in which the minor resides.

2.11 Equal Employment Opportunity

Curtis maintains a firm commitment to equal employment opportunity and affirmative action. To ensure that this commitment is carried out in practice, Curtis shall:

- Administer all personnel actions including, but not limited to, recruiting, hiring, training, compensating, providing benefits, promoting, laying off, termination, recalling and all other terms and conditions of employment without regard to race, color, gender, age, marital status, membership in a domestic partnership, familial status, caregiver status, sexual orientation (including an individual’s actual or perceived romantic, physical or sexual attraction to other persons, or lack thereof, on the basis of gender), gender identity or expression (including status as a transgender person), religion/creed, national origin, ethnicity, ancestry, alienage or citizenship status, pregnancy, disability, genetic predisposition and carrier status, status as a victim of domestic violence, sexual violence, or stalking, uniformed service member or veteran’s status, or any other characteristic protected by applicable federal, state or local law, in a fair and equitable manner.



2.11 Equal Employment Opportunity (cont.)

- Provide a work environment that is free of unlawful harassment, including sexual harassment, intimidation or coercion for all employees.
- Seek out and employ disabled veterans, disabled persons, and veterans of the Vietnam era; and provide all disabled employees with reasonable accommodations.
- If you have any questions or concerns, please let your supervisor, a manager, or Human Resources know.
- Any individual at any time, even after separation from employment, who feels this policy has been violated, should immediately contact his/her immediate supervisor or the Human Resources department. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any violation of this policy will be subject to disciplinary action, up to and including suspension without pay and/or termination of employment.

2.12 Policy Prohibiting Harassment and Retaliation

Curtis strives to maintain a working environment that encourages mutual respect, promotes respectful relationships between employees and prohibits all forms of unlawful discrimination and harassment based on an individual's membership, perceived membership, or association with other individuals in a Protected Class. Protected Classes include race, religion/creed, color, sex, pregnancy, age, national origin or ancestry, disability, alienage or citizenship status, uniformed service member or veteran status, marital status, membership in a domestic partnership, caregiver status, familial status, sexual orientation (including an individual's actual or perceived romantic, physical or sexual attraction to other persons, or lack thereof, on the basis of gender), gender identity or expression (including status as a transgender person), genetic information, status as a victim of domestic violence, sexual violence, or stalking, or any other status or condition protected by applicable federal, state or local law.

This policy applies to and protects all employees at all levels of our organization (including supervisors and managers), applicants for employment, interns (whether paid or unpaid), and independent contractors. It also covers third parties, including customers, and those who provide services in the workplace to Curtis, including subcontractors, vendors, suppliers, "gig" workers and temporary workers, and persons providing equipment repair, cleaning services, or any other services pursuant to a contract with Curtis.



2.12 Policy Prohibiting Harassment and Retaliation (cont.)

Conduct prohibited by this policy is unacceptable: (i) in the workplace; (ii) in any work-related matters that take place off-site, such as during business trips, business meetings and business-related social events; and (iii) in calls, texts, emails, and social media usage by individuals covered by this policy, even if they occur away from the workplace premises, on personal devices or during non-work hours.

2.12.1 Prohibited Harassment

Harassment based on a Protected Class is unlawful and will not be tolerated by Curtis.

Curtis prohibits harassment, including unwelcome verbal, non-verbal or physical conduct that denigrates or shows differential treatment or hostility or aversion towards an individual because of the individual's membership or perceived membership in a Protected Class, or that of his/her relatives, friends or associates. Prohibited harassment may take many forms, and may occur in person, through written letters, e-mail or other electronic communications, or by phone.

Examples of harassment prohibited by this policy, include, but are not limited to:

- Epithets, slurs, quips, or negative stereotyping that relate to a Protected Class.
- Threatening, intimidating or hostile acts that relate to a Protected Class.
- Written, graphic, or other audio or visual material that denigrates or shows hostility or aversion toward an individual or group because of a Protected Class and that is placed on walls, bulletin boards, computer screens, or elsewhere on the Company's premises, or circulated or displayed in the workplace.
- Comments, jokes, innuendos, gestures, pranks or other forms of humor that are demeaning or hostile with regard to a Protected Class.



2.12 Policy Prohibiting Harassment and Retaliation (cont.)

2.12.2 Information Regarding Sexual Harassment

Sexual harassment is a form of harassment prohibited by this policy. It is also unlawful under federal, state and local law.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as a basis for employment decisions affecting an individual's employment, and/or:
- Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment.

Conduct is considered to be directed at an individual because of the person's sex if the conduct is motivated by sex. In this context "sex" is defined broadly and includes conduct motivated by sexual desire, as well as conduct based on sexual orientation, self-identified or perceived sex, gender expression, gender identity, or the status of being transgender.

Sexual harassment can occur between any individuals in the workplace, regardless of their sex or gender. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including a customer, an independent contractor or other third parties who provide services in the workplace to Curtis, including subcontractors, vendors, "gig" workers and temporary workers, and persons providing equipment repair, cleaning services, or any other services provided pursuant to a contract with Curtis.

The following are examples of the types of unwelcome acts that are strictly prohibited:

- Physical acts of a sexual nature, such as: (i) touching, pinching, patting, kissing, hugging, grabbing, brushing against another individual's body or poking another individual's body; and/or: (ii) rape, sexual battery, molestation or attempts to commit these assaults.



2.12.2 Information Regarding Sexual Harassment (cont.)

- Unwanted verbal or physical sexual advances, flirtations, or propositions, such as:
(i) requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments; and/or (ii) subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, leering, noises, remarks, signs, jokes, or comments about a person's body, sexuality or sexual experience, prowess or deficiencies.
- Sex stereotyping, such as when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying pictures, posters, calendars, graffiti, promotional material, objects, reading materials or other materials that are sexually suggestive, demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex (as broadly defined above), such as: (i) interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job; (ii) sabotaging an individual's work; and/or (iii) bullying, yelling, name-calling or other forms of verbal abuse.

2.12.3 Complaint Procedure

1. All of us share the responsibility for enforcing Curtis' policy prohibiting harassment and retaliation. Curtis strongly encourages the prompt reporting of all conduct that violates this policy, regardless of the offender's identity or position. Any harassing conduct, even a single incident, can be addressed under this policy.
2. Any complaints or concerns about a violation of this policy should be promptly reported to a Supervisor, a Manager or to Human Resources, so that rapid and constructive action can be taken. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, you are strongly urged to immediately report complaints or concerns so that rapid and constructive action can be taken. An individual must not use peer pressure to discourage another individual from making a complaint under this policy.



2.12.3 Complaint Procedure (cont.)

3. Anyone who is aware of conduct that violates this policy, even if not the object of the conduct, should immediately report any incidents they witness that may constitute harassment. Employees receiving a complaint of harassment from a non-employee, including applicants for employment, interns (whether paid or unpaid), independent contractors, subcontractors, vendors, suppliers, “gig” workers and temporary workers, and persons providing services to Curtis should also immediately report the complaint.
4. Supervisors and managers are required to immediately notify Human Resources about any complaint of harassment, discrimination, or retaliation that they receive, or any harassing, discriminatory, or retaliatory conduct they observe or otherwise learn or suspect is occurring.
5. Complaints will be accepted orally or in writing (a complaint form is available from the Human Resources department to facilitate reporting under this policy).
6. The availability of this complaint procedure does not preclude individuals who believe they are being subjected to discriminatory or harassing conduct from promptly advising the offender that his/her behavior is unwelcome and requesting that it be discontinued.

2.12.4 Investigative Procedure

Curtis will promptly, thoroughly and impartially investigate all complaints of discrimination, harassment, and retaliation in a manner that ensures due process for all parties, and resolve such complaints in a timely manner, and as quickly as possible. Curtis will also maintain a system for documenting and tracking complaints received, the status of any investigation, and the resolution of those complaints.

While the process may vary from case to case based on the particular circumstances, the investigative procedure will typically include the following steps: (i) an immediate review of a complainant’s allegations, and initiation of interim actions to protect the interests of the parties (e.g., obtaining and securing necessary records and materials); (ii) interviews of the



2.12.4 Investigative Procedure (cont.)

parties involved and relevant witnesses; (iii) documenting the investigation (e.g., summarizing key documents, interviews, and the timeline of relevant events); and (iv) memorializing the outcome of the investigation, including the basis for conclusions reached and remedial actions taken. All investigation documentation will be maintained in a confidential and secure manner.

Individuals involved in the investigation process are expected to provide their full cooperation, and supervisors and managers are required to cooperate with the process.

If an individual refuses to participate in an inquiry: (i) the individual may be subject to disciplinary action for violating this policy; and (ii) Curtis will base its conclusions on the other information gathered during the inquiry and inferences drawn from all of the credible evidence.

During the investigation, confidentiality will be maintained by Curtis to the extent consistent with a thorough and impartial investigation (and subject to any legal obligation to disclose information related to the complaint, i.e., complete confidentiality is not guaranteed). Individuals are frequently directed to maintain confidentiality regarding certain aspects of the investigation, based on the circumstances of a particular matter, and are expected to comply with such directions.

Upon completion of the investigation, Curtis will promptly notify the individual who made the complaint and the individual who was the subject of the complaint of its final determination and implement any corrective actions it identified during the investigation.

2.12.5 Remedial Action

If it is determined that a violation of this policy has occurred, prompt, remedial action will be taken, as determined by Curtis at its sole discretion. This may include restoring any lost terms, conditions or benefits of employment to the complaining employee.

Additionally, Curtis will discipline the individual(s) who engaged in harassment or other conduct in violation of this policy, at Curtis's discretion, which may include placing an employee on a leave of absence, reassignment, suspension, probation, demotion, suspension without pay, and/or termination of employment. Curtis also reserve the right to require counseling, training and/or monitoring as a condition of continued employment



2.12.5 Remedial Action (cont.)

even where a violation is not found. In addition, conduct that is unlawful may subject individuals engaging in such conduct to civil and, in some cases, criminal liability, up to and including termination of employment.

Supervisors or managers may also be subject to discipline if they fail to report harassment, discrimination, or retaliation that is reported to them, or otherwise comes to their attention.

If Curtis determines that conduct contrary to this policy has been committed by a third party who is not employed by the Company (e.g., a customer, independent contractor, subcontractor, vendor, or another individual providing services in the workplace), the Company will take appropriate action to stop the conduct at issue.

2.12.6 Retaliation is Prohibited

Retaliation is a serious violation of Curtis's policy. It is also a violation of federal, state and local law.

Curtis will not retaliate against an individual for engaging in activities such as: (i) making a complaint of harassment, discrimination, or retaliation, either internally or externally (by filing a lawsuit in court or with a fair employment practices government agency); (ii) testifying, cooperating with, or providing assistance in an internal or external proceeding involving claims of harassment, discrimination, or retaliation under federal, state, or local anti-discrimination laws; (iii) opposing harassment, discrimination, or retaliation (e.g., making a complaint of harassment regarding yourself or another individual); or (iv) encouraging another individual to report harassment, discrimination, or retaliation.

The prohibition against retaliation includes, but is not limited to, remarks, threats, physical or verbal abuse, any discrimination in terms of pay, advancement, opportunities, termination of employment, job assignments or reassignments, unwelcome or unwarranted transfers, threats of punishment or revenge, actual punishment or revenge (for reporting or assisting in discrimination and/or harassment inquiries), or other acts that could be reasonably likely to dissuade or deter a person from complaining about discrimination or harassment, pursuing a claim, or cooperating or participating in a related investigation, or otherwise be interpreted as retaliatory. In certain situations, retaliatory actions may also include actions that are not job-related or actions that do not occur in the workplace (e.g., threats of physical violence outside of work hours). None of these actions are tolerated by Curtis.



2.12.6 Retaliation is Prohibited (cont.)

If you feel that you are being retaliated against, or observe retaliation, you should immediately report this by using the Complaint Procedure described in this policy.

Additionally, if a manager or supervisor learns of such conduct, these individuals must report it Human Resources. Curtis will take appropriate disciplinary action against individuals who engage in retaliation or condone or ignore violations of this policy (as described in the Remedial Action section of this policy).

2.12.7 Additional Complaint Reporting

New York City, New York State and the federal government have agencies whose purpose is to address unlawful harassment, discrimination and retaliation in the workplace. While Curtis believes that its complaint procedure (described above) will be effective in resolving such complaints, affected individuals may also choose to direct their complaints to these agencies.

A federal charge may be filed with the Equal Employment Opportunity Commission (“EEOC”), www.eeoc.gov, (1-800-669-4000). In California, employees may choose to direct complaints to the California Department of Fair Employment and Housing (“DFEH”), <https://www.dfeh.ca.gov>, (1-800-884-1684), or to any equivalent state or local fair employment practices agency in the location in which they work. In New York, complaints may be directed to: (i) the New York State Division of Human Rights (“DHR”), www.dhr.ny.gov, 718-741-8400; or (ii) the New York City Commission on Human Rights (“NYCCHR”), <https://www1.nyc.gov/site/cchr/index.page> 718-722-3131 (or 311).

Complaints of unlawful discrimination, harassment, or retaliation must be filed with the EEOC, or the applicable state or local fair employment practices agency, within specific periods of time, which may vary depending on the location in which an individual works and the nature of the individual’s claim. For example, in New York, a one-year limitations period applies for filing such claims under state law with the DHR. Complaints filed with the EEOC must be filed within 300 days.

Individuals may also file a lawsuit in state court or, after filing an administrative complaint, may file a lawsuit in federal court.

The government agencies discussed above will investigate complaints and determine whether there is probable cause to believe that harassment, discrimination, or retaliation



2.12.7 Additional Complaint Reporting (cont.)

has occurred in violation of applicable law (e.g., the federal anti-discrimination laws, the New York State Human Rights Law, and the New York City Human Rights Law). If a state or local agency determines that an unlawful employment action occurred, the agency has the power to award relief, which varies but may include requiring an employer to take remedial action, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines. If a complaint is made to the EEOC, the EEOC may take other action, including pursuing cases in federal court on behalf of complaining parties. The courts may award similar remedies if discrimination, harassment, or retaliation is found to have occurred.

Additionally, if the harassment involves physical touching or assault, individuals may choose to contact the local police department.

2.13 Reasonable Accommodations Disabilities

Curtis will adhere to all applicable federal, state and local laws and will make reasonable accommodation whenever possible for qualified employees or applicants with disabilities once the Company has been made aware of the disability, provided that such accommodation does not constitute an undue hardship on the Company.

Employees with a disability who believe they need an accommodation to perform the essential functions of their job should contact the Human Resources department. Curtis provides accommodation to the disabled to the full extent required by law. Any questions regarding this policy should be addressed to the Human Resources department.

2.13.1 Pregnancy and Related Conditions

Curtis also complies with all applicable laws regarding reasonable accommodations due to pregnancy, having a child or a medical or common condition related to pregnancy. Examples of pregnancy-related accommodations include providing frequent bathroom breaks and rest breaks, assistance with manual labor or lifting items, changes to a work environment, light duty, leave, and breaks to express milk.



2.13.2 Religious Beliefs

Curtis will also provide a reasonable accommodation for an individual's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement (or as otherwise required by law), unless doing so would create an undue hardship.

2.13.3 Domestic Violence

Curtis will also provide a reasonable accommodation to employees who are victims of domestic violence when the reasonable accommodations do not pose an undue hardship to Curtis. Examples of accommodations include leave for medical attention and psychological counseling, obtaining social services, relocating, seeking legal assistance and participating in legal proceedings.

2.13.4 Lactation

Any employee who is nursing will be provided reasonable break times to express milk throughout the day, each time she needs to express milk, for as long as the employee has a need to express milk. Curtis will make reasonable efforts to provide a room or other location, in close proximity to the work area, where an employee can express milk in privacy. Consistent with this policy, managers should thoughtfully respond to requests for accommodation for lactation breaks and ensure there are no negative consequences to employees who use time as provided by this policy.

Nursing mothers who need to express milk during the working day should contact the Human Resources department. Working with the nursing mother, Curtis will identify an appropriate private location for the nursing mother to express breast milk.

Retaliation against an employee who chooses to express breast milk in the workplace is strictly prohibited. Curtis will also comply with any applicable law that provides benefits for nursing mothers in excess of the benefits provided in this policy.



2.13.5 Reporting Discrimination and Requesting Accommodations

An employee or job applicant who has questions regarding this policy or who believes that he or she has been discriminated against or denied a reasonable accommodation should notify the Human Resources department. All such inquiries or complaints will be treated as confidential to the extent permissible by law. No employee will suffer retaliation or intimidation as a result of requesting a reasonable accommodation, making a report of behavior believed to be unlawfully discriminatory or providing information requested during the investigation of a complaint.

2.14 Workplace Violence Policy Statement

Curtis is committed to providing a safe, violence-free workplace and strictly prohibits employees, consultants, customers, visitors, or any one else on Company premises or engaging in a Company-related activity from behaving in a violent or threatening manner. As part of this policy, Curtis seeks to prevent workplace violence before it occurs.

Workplace violence includes:

- Threatening or violent behavior, such as intimidation of or attempts to instill fear in others.
- Theft, sabotage or defacing of Company or employee property.
- With the exception of security personnel, bringing weapons or firearms of any kind on Company premises, in Company parking lots, while conducting Company business, or participating in Company-sponsored events.
- If any employee observes or becomes aware of such actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify Human Resources immediately. In case of emergency, dial “911”.
- Further, an employee should notify Human Resources if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.



2.14 Workplace Violence Policy Statement (cont.)

- All reports of workplace violence will be taken seriously and will be investigated reporting individual of the results of the investigation. To the extent possible, Curtis will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances in order to protect individual's safety. Curtis will not tolerate retaliation against any employee who reports workplace violence in good faith.
- If Curtis determines that workplace violence has occurred, Curtis will take appropriate corrective action and will impose discipline upon offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension without pay, and/or termination. If the violent behavior is that of a non-employee, Curtis will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

2.15 Open Door Policy

Direct and open communication is fundamental to Curtis' culture. Curtis makes an ongoing effort to treat its employees fairly and considerately. Good communication means that a healthy environment of mutual trust and respect exists in which employees and managers can comfortably discuss work issues or employment concerns. However, in a large group of employees, disagreements and misunderstandings do happen and dissatisfaction can occur. Curtis wants to know about these problems when they first occur so that they can be resolved as soon as possible. Curtis' open door policy encourages open communication, feedback, and discussion about matters of importance to an employee. This means that employees may discuss any problem or area of concern or ask any question of any member of Management. If you have a problem, a complaint, a suggestion, or an observation, your supervisor and Human Resources department are committed to listening and responding to you.



2.16 Personal Property and Workplace Privacy

Employees should have no expectation that their workplace and/or materials contained within their workspace are private and not subject to disclosure. From time to time, supervisors and other authorized persons may have a legitimate business need to enter an employee's workspace including, but not limited to, offices, computers, cabinets, and desks to search for documents, files, and other work-related items. In addition, in cases of suspected employee misconduct or criminal activity, Curtis, along with law enforcement may search the workplace for evidence of such misconduct and will cooperate with law enforcement officials in any criminal investigation.

2.17 Request for Information Regarding Current or Former Employees

All requests from prospective employers or others for references for current or former employees should be directed to the Human Resources department. The Human Resources department is the only entity authorized or permitted to release references for a current or former employee. A written disclosure authorization and release, available from the Human Resources department, may be required before any information is furnished. Unless there are exceptional circumstances, such as a request from a government agency, auditor, or subpoena, Curtis will respond to all reference requests by providing only dates of employment and positions held.

2.18 Recruitment

Curtis may communicate job opportunity openings by utilizing Company shared drive, employee email and the Curtis website.



2.19 No Solicitation/Distribution

The following policy has been created in order to avoid interference with work.

1. Distribution by Employees:
 - Employees may not distribute non-work related advertising material, handbills, posters or written literature of any kind anywhere on Curtis' premises during working time. Working time does not include lunch periods or breaks. Employees may not distribute non-work related advertising material, handbills, posters or written literature of any kind in a work area at any time. The term "work area" applies to all places where employees regularly work or conduct business, but does not apply to the employee cafeteria, restrooms, or any other area set aside for exclusive employee non-work use.
2. Solicitation by Employees:
 - Solicitation of any kind (including but not limited to soliciting for participation, membership, subscriptions, or payment of money) by one employee of another employee anywhere on Curtis' premises is prohibited during the working time of either the employee doing the soliciting or the employee being solicited. Working time does not include lunch periods or breaks.
3. Solicitation and/or Distribution by Non-employees:
 - Solicitation of any kind and distribution of literature of any kind on Curtis' premises by any person or organization not employed by Curtis is prohibited at all times.
4. The selling or distribution of commercial products on Curtis' premises is prohibited at all times.

2.20 Employment of Relatives

To avoid conflicts of interest and the appearance of favoritism or bias and to enhance supervision, security and morale, the Company generally prohibits the employment of relatives.

Curtis defines "Relatives" as spouse, qualified domestic partner, mother, father, sister, brother, stepmother, stepfather, stepsister, stepbrother, stepchild, niece, nephew, cousin, uncle, aunt, grandparent, grandchild and in-laws within these categories.



2.20 Employment of Relatives (cont.)

In the event a relative of an employee is employed within the organization, the relative of the employee may not be employed in the following circumstances:

- Under each other's direct supervision or in the same department
- Where the potential for a conflict of interest may exist in the performance of duties.
- Where the potential for creating an adverse impact in the work environment exists, presenting problems in supervision, safety, security or morale.

Employees who become qualified domestic partners or marry or become related by marriage may continue their employment if they do not work in a direct supervisory relationship or otherwise present problems in supervision, safety, security or morale. If there are problems, they should be reported to the Manager of Human Resources. The Company will investigate and, if necessary, will then attempt to reassign one or both of the employees to available positions for which the employees are qualified in order to eliminate the problem.

If, however, no such position is available, one of the employees may be asked to leave the company. The employees will have 30 days to decide which of them will leave. If the employees do not decide, one or both may be terminated.

This policy will be applied in accordance with applicable laws. Questions or comments about the policy and its application may be addressed to the local Human Resources Manager or to the VP of Human Resources.

2.21 Access to Personnel Files

The Human Resources department maintains your official personnel file. Upon request, current and former Curtis employees are generally permitted the opportunity to review the information in their personnel files, accompanied by a staff member in the Human Resources department. Copies of signed documents in the individual's personnel file may be obtained by requesting them from Human Resources. Supervisors may access personnel files only for employees whom they supervise.

2.22 Personal Data Changes

It is important that all employees' personal information be kept current. It is the responsibility of each employee to promptly notify Human Resources of any changes in personal data, such as personal mailing addresses, telephone numbers, email addresses, number and names of dependents, marital status, and individuals to be contacted in the event of an emergency.



3. Working at Curtis

3.1 Employment Classifications

Curtis has established definitions for employment classifications so that employees understand their employment status and benefit eligibility. Each job is designated as either Full-Time or Part-Time and non-exempt or exempt for overtime purposes. Each employee will fall into one category in Section A and one category in Section B, as outlined below. Employees are paid overtime in accordance with the provisions of applicable federal and state laws.

3.1.1 Section A

A Full-Time Employees

Full-time employees are defined as those employees who are hired to work and do work on a regularly scheduled basis for 25 hours or more a week. They are eligible for all benefits, subject to the terms of the applicable benefit plans.

B Part-Time Employees

Part-time employees are defined as those employees who are hired to work on a regularly scheduled basis for fewer than 25 hours a week. They are not eligible for employer-sponsored benefits such as health insurance.

C Temporary Employees

Temporary employees are hired for a limited time period or project and are not entitled to employer-sponsored benefits such as health insurance. An extension of a temporary work classification may be granted where management determines an extension is appropriate. Temporary employees may either work part time or full time and, like all employees, are subject to the Employment At-Will policy.

D Other Workers

This handbook and all employee benefits do not apply to any other types of workers (e.g., independent contractors, “leased” workers, workers hired through a temporary employment agency, etc.)

3.1.2 Section B

A Non-Exempt Employees

Non-exempt employees are those entitled to overtime pay in accordance with applicable law.

B Exempt Employees

This category includes all employees who are not entitled to overtime pay under applicable law.



3.2 Job Descriptions

Generally, every job at Curtis has a written job description associated with it and job descriptions are reviewed periodically for accuracy and completeness. Job descriptions provide guidance to both employees and managers in assessing and evaluating job performance. Job descriptions are available from Human Resources.

3.3 Hours of Work

The standard workweek at Curtis is forty (40) hours worked per week. Hours of work are dependent on the requirements for each department. Managers/Supervisors establish each employee's work schedule. Various factors such as workloads, operational efficiency, and staffing needs may require variations in an employee's working hours and total hours worked each day or week.

3.4 Meal and Break Time

Employees will be provided with time off from work for meals and breaks in accordance with applicable law.

Meal breaks must be accurately recorded on each non-exempt employee's time sheet, and uninterrupted meal breaks do not count as hours worked. Meal breaks and rest periods are intended to provide employees with an opportunity to be away from work, and non-exempt employees are not permitted to perform any work during meal breaks and rest periods. Employees are encouraged to take meal breaks and rest periods away from the work area.

3.5 Time Sheets

Curtis complies with all federal and state laws regarding the payment of wages. All employees will be provided with bi-weekly, electronic time sheets to complete and submit at the end of each pay period. Time sheets are Company records, and care must be exercised in recording the hours worked, overtime hours, and absences. Employees are responsible for calculating their own hours worked on a daily basis. These time sheets must be reviewed and approved for accuracy by the employee's supervisor or manager, before submitting to payroll for processing. All information requested on the time sheets must be complete and accurate (i.e. Job Numbers, GL Codes).



3.6 Overtime Hours

All New York non-exempt employees will receive overtime pay for approved hours worked in excess of forty (40) hours per week. Overtime must be pre-approved by your supervisor. Hours worked up to forty (40) hours per week for New York employees will be paid at the employee's regular rate of pay. Overtime will be paid at the rate of 1½ times the employee's regular rate.

Non-exempt employees must obtain approval from their supervisors in advance of working overtime. An employee who works overtime without approval or authorization by his/her supervisor(s) will be paid for time actually worked but may be subject to disciplinary action, up to and including suspension with or without pay and/or termination.

Non-exempt employees who are provided with an iPhone, Android phone or other similar electronic device for business use are prohibited from using such devices during non-working hours, absent extenuating circumstances authorized by a supervisor. All such time worked must be recorded. Only actual hours worked count toward computing weekly overtime. Paid time off and unpaid leave are not included in calculating overtime.

Exempt employees are not eligible for overtime and receive a salary for all hours worked.

If you have any questions concerning overtime pay, check with Human Resources.

3.7 Garnishments

Curtis is legally obligated to comply with any garnishment order. A garnishment is a court-ordered legal claim against the wages of an employee, such as for nonpayment of a debt. Compliance with a garnishment order means Curtis deducts the required amount from the employee's paycheck.

3.8 Paycheck Deductions

The company is required by law to make certain mandatory deductions from your paycheck each pay period. Mandatory deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.



3.8 Paycheck Deductions (cont.)

The company will not make deductions to an employee's pay, which are prohibited by state or federal law or regulation, including those established by the United States Department of Labor.

If questions or concerns about any pay deductions arise, discuss and resolve them with Human Resources.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If you find an error, please notify Human Resources as soon as possible. In the event of an improper deduction, the company will promptly reimburse you for the improperly deducted amount.

3.9 Performance Evaluations

Full-time and part-time employees participate in a formal annual goal setting/performance review including a merit adjustment when appropriate. Salary actions at Curtis are based on merit and are intended to recognize the level of employee performance and contribution.

Supervisors and employees are strongly encouraged to discuss job performance and goals on a regular basis. In conjunction with their supervisors, employees establish short and long terms goals as part of the annual evaluation process. During the year, employees and supervisors should meet periodically to discuss the performance goals and to identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting the goals.

For additional information on the performance evaluation process, please contact the Human Resources department.



4. Employee Benefits

Curtis cares about the well-being of its people and therefore provides a comprehensive employee benefits program. This summary is not inclusive or comprehensive in outlining all benefits, provisions, conditions, limitations and/or coverage. It is designed to give you an overview of the general types of benefits that you receive as a Curtis employee; you should consult the plan documents for more information. In the event of any conflict between this handbook and the terms of any plan documents, the plan documents will govern. Benefit programs, coverage, and eligibility are subject to alteration or elimination by Curtis at its sole discretion.



4.1 Eligibility

A Comprehensive Benefits Plan is provided to eligible employees and their qualified dependents, who may include spouse, dependent children and qualified domestic partner.

4.2 Medical Insurance

Once a year, during the open enrollment period, you will have an opportunity to review all the medical plans offered by Curtis and select the plan that best suits your needs.

4.3 Dental Insurance

Curtis currently offers a Dental Plan. The Dental Plan pays 100% of reasonable and customary charges for general diagnostic and preventive services, 85% of Basic Restorative Endodontics, Basic Periodontics, Maintenance of Prothodontics and Oral Surgery, 50% of Major Restorative, Major Periodontics and installation of Prosthodontics, up to a maximum of \$1,500 per year for each employee and eligible dependent. The plan also covers orthodontic treatment for eligible dependent children, at 50% with a \$1000 lifetime maximum.

4.4 Vision Insurance

Vision insurance is available for eligible employees, their qualified dependents and/or qualified domestic partners at cost. The in-network benefit provides for eye exams, prescription glasses or contact lenses every twelve (12) months with applicable co-pays. The out-of-network benefit provides reimbursement for services according to a reimbursement schedule with the same co-payments and limitation as services through the network doctors.



4.5 Life and AD&D Insurance

Basic Life and Accidental Death and Dismemberment insurance is provided to eligible employees. The amount of life insurance coverage and AD&D coverage is equal to 1½ times salary, up to \$600,000.

4.6 Voluntary (Supplemental) Life and AD&D Insurance

Additional Voluntary Life and AD&D insurance is available for eligible employees and their qualified dependents at cost. The maximum employee benefit is the lesser of five (5) times salary up to \$500,000. Eligible spouse benefit is the lesser of \$250,000 or 50% of employee's voluntary life insurance amount. The maximum benefit for eligible dependent children under age 19, or 26 if they are full-time students, is \$10,000 per child (birth to six (6) months is \$500). Employees must purchase Voluntary Life and AD&D for themselves in order to cover their eligible dependents.

4.7 Workers' Compensation Insurance

Curtis provides a comprehensive workers' compensation insurance program at no cost to employees.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Receipt of workers' compensation benefits may run concurrently with the leave under Curtis' Family and Medical Leave policy. Additionally, during the time of worker's compensation coverage, an employee will accrue additional PTO hours and time of service credit for a maximum of twelve (12) weeks.

4.8 Short-Term Disability Insurance

Employees are eligible to receive benefits for loss of earnings for non-occupational disabilities due to illness, injury or maternity under New York State law. Disability insurance provides a continuation of income for a maximum of twenty-six (26) weeks. Receipt of short-term disability benefits may run concurrently with leave under Curtis' Family and Medical Leave



4.8 Short-Term Disability Insurance (cont.)

policy. After an initial waiting period of seven (7) days, employees may be entitled to temporary cash benefits of up to 50% of their average weekly wage with a certain maximum per week. During the time of short-term disability, an employee will accrue additional PTO hours and time of service credit for a maximum of twelve (12) weeks. When an employee's salary continuation is exhausted under short-term disability, employees have an option to use accrued PTO hours, not to exceed 100% of Salary.

4.9 Long-Term Disability Insurance

An employee who suffers six months or more of total disability, under regular care of a legally qualified physician, is eligible for benefits under the Long-Term Disability Insurance Plan. During the time of long-term disability, an employee will not accrue any additional PTO or time-of-service credits. You will receive 60% of your basic monthly earnings prior to becoming disabled to a maximum of \$6,000 per month, payable to normal retirement age as stated in the 1983 revision of the United States Social Security Act.

4.10 Flexible Spending Account

As part of the Company's Flexible Benefits Plan, we currently offer two types of employee-funded Flexible Spending accounts to regular full-time employees – one for unreimbursed Health Care expenses and another for Dependent Care expenses. There is a six (6) month waiting period before a new employee is eligible to enroll in either plan. Existing employees may enroll in an FSA plan during their designated benefits election period, which is just before the beginning of the calendar year or immediately following a qualified life status change. Plan participants may elect an annual amount of flexible dollars (which will be deducted pro rata on a pre-tax basis from each paycheck) to pay for eligible health care and dependent care expenses incurred during the plan (calendar) year that are not reimbursable from any other source.

Eligible health care expenses may include medical or dental insurance deductibles, co-payments, and out-of-pocket costs for vision care, etc. According to IRS regulations, if eligible medical or dental expenses that you incur during the calendar year are less than your elected annual amount of flex dollars for that year, you may carry over up to \$500 of unused money to the following year. Balances over \$500 must be forfeited.



4.10 Flexible Spending Account (cont.)

Eligible dependent care expenses include expenses incurred to care for your eligible dependents. Examples of eligible expenses are daycare, after school care, and elder care.

The administrator of Curtis' Flexible Spending Accounts is guided by specific rules which are covered in the Summary Plan Description. Please contact the Human Resources department for a copy of the Summary Plan Description and additional information on our Flexible Spending Accounts.

4.11 Educational Reimbursement

The tuition reimbursement plan provides eligible employees with the opportunity to maintain or improve job-related skills through participation in course work at accredited colleges, universities, and other educational institutions. As part of this program, Curtis will reimburse you for tuition, books, and registration fees for courses leading to a degree related to your work or for courses relating to your work. The amount to be reimbursed is for tuition and fees only and is grade dependent. Prior approval of the course by your supervisor and the Human Resources Manager is required.

For additional information on the Educational Reimbursement program, please contact the Human Resources department.

4.12 Employee Assistance Program

The Employee Assistance Program (EAP), is a voluntary, confidential, and professional service that provides information, counseling, and referral services to all full-time and part-time employees and their dependents who may be experiencing stress or difficulties in their personal lives. Please contact Human Resources for additional information or questions about our EAP program.



4.13 Anniversary Recognition

Curtis recognizes that the continuous service of all employees is an important ingredient for the Company's success. Therefore, in recognition of continued service, each employee receives an extra day of pay on his/her anniversary hiring date. On the eleventh and subsequent anniversaries, the employee receives an additional \$100 payment.

4.14 Employee Referral Program

Employee referrals are one of the best sources of future Curtis team members. To recognize and encourage these referrals, Curtis offers bonus awards for all qualified referrals which result in successful hires. Please refer to the Refer a Candidate program outline or contact Human Resources for more information.

4.15 Paid Time Off (PTO) Program

The Paid Time Off (PTO) plan is a benefit to provide employees maximum flexibility in using paid time off. PTO replaces vacation, sick/personal time and floating holidays with PTO days that may be used by employees for vacation, illness, emergencies, preventative health or dental care, time off to care for dependents, personal business, or other excused absences.

All regular full-time and part-time employees are eligible to participate in the PTO plan. Eligibility begins with the first day of employment. PTO must be accumulated before it may be used.

Employees earn PTO time based on length of service, as shown on the chart below. PTO time is accrued monthly and the employee's account is credited on the first day of the following month for each calendar month. Part-time employees accrue PTO time at a prorated rate. During any family or medical leave of absence (i.e. Worker's Comp, Short and Long-Term Disability, FMLA, New York State Paid Family Leave, etc.) employees will accrue PTO time and time of service credit for a maximum of twelve (12) weeks. The calculation of PTO will end for any leave of absence that exceeds twelve (12) weeks in a rolling calendar year.

The maximum accrual for each employee is two (2) times the amount of PTO earned per year. Once the maximum has been reached, the employee no longer accrues PTO until the balance has been reduced.



PTO will be calculated based on the employee's date of hire and regular work schedule, excluding overtime hours worked. If applicable, annual PTO rates will be increased in the month the anniversary date occurs.

Years of Service	Days Per Yr.	Monthly Accrual Rate	Max Accrual
< 5 yrs.	16	10.67 hrs.	256 hrs.
= or > 5 yrs.	21	14.00 hrs.	336 hrs.
> 6 yrs.	22	14.67 hrs.	352 hrs.
> 7 yrs.	23	15.33 hrs.	368 hrs.
> 8 yrs.	24	16.00 hrs.	384 hrs.
> 9 yrs.	25	16.67 hrs.	400 hrs.
> 10 yrs.	26	17.33 hrs.	416 hrs.

Planned time off requests must be made to the employee's supervisor/manager for approval as far in advance as possible (no less than twenty-four (24) hrs.). Requesting time off is the responsibility of the employee. Approval and scheduling of time-off are the responsibility of the supervisor. Any unplanned absence, tardiness or early departure must be reported in accordance with the Absentee Procedures and Attendance Standards policy.

During periods of operational shutdowns to meet the business needs, the company reserves the right to require employees to use PTO time to cover time not worked, unless otherwise prohibited by applicable law.

Upon termination of employment, the employee will be paid for all unused, accrued PTO time at the employee's rate of pay at the time of termination. PTO cannot be cashed out during employment nor can the employee's employment be extended by using unused PTO time.

4.16 Holidays

The Company publishes a yearly holiday schedule that indicates specific dates for holiday closings, normally equal to ten (10) paid holidays per year.



4.17 401(k) Plan

Part of the Curtis retirement plan is a tax-deferred retirement savings plan. All full-time and part-time employees are eligible to participate immediately for employee contributions, and for employer contributions beginning on whichever of the following quarterly dates first falls after the employee has completed six (6) months of employment: March 1, June 1, September 1, and December 1. There is no hours requirement thereafter. As a safe harbor plan Curtis contributes an amount equal to 3% of each participant's eligible bi-weekly earnings, and each year determines additional discretionary contributions of up to 2% for a maximum employer contribution of 5%. Additionally, participants are allowed to contribute up to 50% of their annual base salary up to the annual IRS contribution limit. Participants are 100% vested in employee and employer account balances from their date of entry into the 401(k) plan.

4.18 Jury and Witness Duty

All employees summoned to serve as jurors or witnesses in legal proceedings will be given the necessary time off, with pay. Jury and witness duty will be granted to any full-time or part-time employee who has been notified to serve. Employees will be compensated by payment of an amount equal to the difference between their jury duty pay and their regular salary. You are expected to report to work during any regularly scheduled work hours if your jury or witness duty schedule permits. Please present the subpoena or other notice to your supervisor and Human Resources department immediately upon receipt.

Make arrangements with your supervisor as soon as you receive your summons. Upon the employee's return, the employee must notify Human Resources and must submit a signed Certificate of Jury Service indicating the number of days served in addition to any jury payments that were provided. PTO hours and time of service credits will continue to accrue during Jury and Witness Duty for a maximum of twelve (12) weeks.

An employee charged with a crime, who is required to attend a judicial proceeding relating to that charge, is not covered by this policy.



4.19 Leave for Victims of Crimes

Employees are given the necessary time-off without pay to attend or participate in a court proceeding in accordance with state law, including an employee who is a victim of a crime and attending or participating in legal proceedings pertaining to the crime (including consulting with the district attorney handling the prosecution or otherwise exercising his or her rights as a victim under state law) or if the employee is legally compelled to attend a judicial proceeding as a witness. Employees must notify their supervisor immediately of their need for leave under this policy.

The Company reserves the right to request verification of the employee's participation in legal proceedings, such as a copy of the summons or subpoena.

Leave under this policy will be unpaid, except exempt employees may be provided time-off with pay when necessary to comply with state and federal wage and hour laws.

Retaliation against an employee who requests witness or crime victim leave is strictly prohibited.

The Company will also comply with any applicable local law in areas outside of New York.

4.20 Time Off To Vote

On days when elections for public office includes elections for sheriff, school board, district attorney, and all primary and general elections) are scheduled throughout the state, county, city or town in which the employee works or lives, schedules will be adjusted as needed to ensure that all employees have the opportunity to vote. Any employee whose work schedule does not provide him or her four consecutive hours to vote while polls are open will be granted up to three paid hours of excused time off in order to vote. Any additional time off will be without pay.

No employee will be penalized or retaliated against for requesting time off to vote.

4.21 Bereavement Leave

In the unfortunate event of death in the immediate family, employees will be granted a leave of absence of up to three (3) days with pay. (Immediate family is defined as mother, father, sister, brother, wife, husband, registered qualified domestic partner, daughter, son, grandmother, grandfather, mother-in-law and father-in-law). These days must be taken consecutively within a reasonable time of the day of the death or day of the funeral, and may not be postponed. These days can not be used for other purposes.



4.22 Bone Marrow and Organ Donation Leave

Employees who work an average of twenty (20) hours or more each week are eligible to receive up to twenty-four (24) work hours of unpaid leave to donate bone marrow or organs.

Please provide your supervisor with written physician verification of the purpose and length of each leave. For more information regarding this leave, please see Human Resources.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. The Company will also comply with any applicable local law in areas outside of New York.

4.23 Blood Donation Leave

Employees who work an average of twenty (20) or more hours per week are entitled to up to three (3) hours of unpaid leave in any twelve (12) month period to donate blood.

The twelve (12) month period will be based on the calendar year.

Employees must give “reasonable notice” of their intent to take leave to give blood.

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

For more information regarding this leave, please see Human Resources.

The Company will also comply with any applicable local law in areas outside of New York.

4.24 Military Leave

An employee who is a member of the armed forces who needs a leave of absence in connection with military service should notify Human Resources as soon as possible. Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with applicable law.

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



4.24 Military Leave (cont.)

Accrued PTO (if any) may be used for this leave if the employee chooses, but the company will not require the employee to use PTO. Military orders should be presented to your supervisor and arrangements for leave made as early as possible before departure. Employees are required to give advanced notice of their service obligations to the company unless military necessity makes this impossible. You must notify your supervisor of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

4.25 Family Military Leave

Employees in New York who work an average of twenty (20) hours or more per week who are the spouse of a member of the Armed Forces of the United States, National Guard or Reserves who has been deployed during a period of military conflict to a combat theatre or combat zone are eligible to take up to ten days of unpaid family military leave during the military service member's leave or deployment.

The Company will also comply with any applicable local law regarding family military leave in areas outside of New York.

4.26 Volunteer Emergency Responder Leave

During the time that an emergency exists following a declaration of emergency under the law, the company will grant a "volunteer emergency responder" an unpaid leave of absence while engaged in the actual performance of his or her duties as a volunteer firefighter or an enrolled member of a volunteer ambulance service unless the company determines that the employee's absence would impose an undue hardship on company business.

The company will only grant leave when it has previously received written documentation from the head of the fire department or volunteer ambulance service documenting the employee's status as a volunteer firefighter or member of a volunteer ambulance service.

Upon request, the employee must provide the company with a notarized statement from the head of the volunteer fire department or volunteer ambulance service certifying the period of time that the employee responded to any emergency.

For more information regarding this leave, contact Human Resources.



4.26 Volunteer Emergency Responder Leave (cont.)

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

The Company will also comply with any applicable local law in areas outside of New York.

4.27 Family and Medical Leave

The Family and Medical Leave Act (“FMLA”) provides eligible employees the opportunity to take unpaid job-protected leave for certain specific reasons. The maximum amount of leave an employee may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period depending on the reasons for the leave.

4.27.1 Leave Policy and Eligibility Requirements

To be eligible for FMLA leave employees must have worked for Curtis at least twelve (12) months, and for at least 1,250 hours in the last twelve (12) months and must be employed at a Company worksite where fifty (50) or more employees are employed within a seventy-five (75) mile radius. The twelve (12) month period in which you may take the twelve (12) or sixteen (16) weeks leave will be measured as a rolling twelve (12) month period dating back from the date you use any family/medical leave.

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

A Reasons for Leave

You may take family/medical leave for any of the following reasons:

1. The birth of a child (up to twelve (12) weeks, to be completed within one year of the child's birth).
2. The placement of a child with you for adoption or foster care (up to twelve (12) weeks), to be completed within one year of the child's placement.
3. To care for a spouse, child or parent with a serious health condition.
4. Because of your own serious health condition.
5. To care for a Covered Service member (including the Reserves and National Guard) with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks) (see Military Related FMLA Leave below for more details).



A Reasons for Leave (cont.)

6. To handle certain “qualifying exigencies” arising out of the fact that the employee’s spouse, child or parent is on covered active duty or call to covered active duty status in the Uniformed Services (including the Reserves and National Guard) (up to twelve (12) weeks) (see Military-Related FMLA Leave below for more details).

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

B Military-Related FMLA Leave

Employees may take up to twenty-six (26) weeks of unpaid FMLA leave in a single twelve (12) month period, beginning on the first day that the employee takes FMLA leave to care for a covered service member (including the National Guard and Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary disability retired list for a serious injury or illness incurred in the line of duty, or a serious injury or illness that existed prior to service and that was aggravated by service in the line of duty on active duty. Next of kin is defined as “the nearest blood relative of that individual.” Such leave may be taken intermittently. Military Caregiver leave is also available to care for a spouse, child, parent, or next of kin who is a veteran member of the Armed Forces within the five years preceding the need for the family member’s treatment.

C “Qualified Exigency”

A “qualifying exigency” includes but is not limited to: issues arising from a military member’s short notice deployment; military events and related activities; childcare and related activities arising from the active duty or call to active duty status of a military member; caring for a military member’s parent who is incapable of self-care when the care is necessitated by the member’s covered active duty; making or updating financial and legal arrangements to address a covered military member’s absence or acting as a covered military member’s representative in certain legal proceedings; attending counseling provided by someone other than a health care provider, the need for which



C “Qualified Exigency”(cont.)

arises from the active duty or call to active duty status of the covered military member; taking up to fifteen (15) calendar days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment; and attending to certain post-deployment activities.

D Amount of Leave

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, except that leave to care for a Covered Service member, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks.

E Spouses

Spouses who are both employed by Curtis who request leave because of the birth or placement of a child for adoption or foster care may only take a combined total of twelve (12) weeks leave during any twelve (12) month period.

F Notice of Leave

If your need for family/medical leave is foreseeable, you must give Curtis at least thirty (30) days prior written notice. If this is not possible, you must at least give notice as soon as practicable. Failure to provide such notice may be grounds for delay of leave. Additionally, if you are planning a medical treatment, you should consult with your supervisor in advance regarding the dates of such treatment. Request for Family/Medical Leave forms are available from the Human Resources department.

G Medical Certification

If you are requesting leave because of your own or a covered relation's serious health condition, you and the relevant healthcare provider must supply appropriate medical certification. Medical Certification forms are available from the Human Resources department. When you request leave, Curtis will notify you of the requirement for medical certification and when it is due (at least fifteen (15) days after you request leave). If you provide at least thirty (30) days notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification within fifteen (15) calendar days, when practicable, may result in the delay of further leave until the certification is provided.

Curtis, at its expense, may require an examination by a second healthcare provider designated by the Company. If the second health care provider's opinion conflicts with the original medical certification, Curtis, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.



H Reporting While On Leave

You must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change, are extended, or initially were unknown. Curtis may require subsequent medical certification.

I Leave Is Unpaid

Family/medical leave is unpaid leave. However, you may be eligible for short-term disability payments or workers' compensation benefits under those plans, and/or salary continuation under Curtis' policy. If you receive these benefits, your leave will be considered "paid leave" for the period you receive these benefits.

If your leave is "unpaid" leave, you will have the option to substitute accrued, unused PTO for "unpaid" FMLA leave.

Your "paid" leave period due to the receipt of workers' compensation, short-term disability benefits, salary continuation, or the substitution of paid leave time for unpaid leave time does not extend the twelve (12) week leave period. Further, in no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. Your family/medical leave runs concurrently with other types of leave (i.e. disability leave, New York Paid Family Leave, etc.). Additionally, you will continue to accrue additional PTO hours and time of service credits during FMLA leave for a maximum of twelve (12) weeks in a rolling calendar year.

J Health Insurance and Other Benefits

During an approved family/medical leave, Curtis will maintain your health benefits and continue to pay the premiums, including HMO's, PPO's, dental, long-term disability and life insurance, as if you continued to be actively employed on the same participation bases as in effect immediately prior to your leave. While on leave, the employee will remain responsible for the employee portion of any premiums, which will be deducted from the employee's pay during any paid portion of the FMLA leave. During any unpaid portion of the FMLA leave, employees must make arrangements with Curtis to pay for the employee portion of any premiums. If you elect not to return to work at the end of the leave period, you will be required to reimburse Curtis for the cost of the health premiums paid by Curtis for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.



J Health Insurance and Other Benefits (cont.)

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. While on family/medical leave, you will continue to accrue Paid Time Off and time of service credit for a maximum of twelve (12) weeks in a rolling calendar year. In addition, upon your return to work, you will receive pay for up to three paid holidays that fell during any unpaid family/medical leave. If a bonus is announced while you are on family/medical leave, or you reach a length of service award during your leave, you will receive it upon your return to work. Your next review for a pay adjustment will be postponed for the duration of the leave.

K Using Leave, Intermittent and Reduced Schedule Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered service member, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly born child or for placement of a child for adoption or foster care, unless both the employee and Curtis agree to intermittent or reduced schedule leave. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the company's operations. In addition, while you are on an intermittent or reduced schedule leave, Curtis may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

L Returning From Leave

Upon your return from family/medical leave, you will be restored to the position of employment held when the leave commenced or to an equivalent position. However, the FMLA does not entitle a restored employee to any more rights, benefits or employment beyond that to which the employee would have been entitled had the employee not taken leave. Curtis may decline to reinstate certain highly-paid "key" employees under the FMLA. You will be notified if you are considered a "key" employee. If you take leave because of your own serious health condition, you are required to provide medical certification that you are medically able to return to work before you will be permitted to return. Return to Work Medical Certification Forms are available from the Human Resources department. You should provide at least one (1) week's advance notice of the date of your ability to return to work. This is important so that your work is properly scheduled.



4.28 New York Paid Family Leave (PFL)

New York Paid Family Leave (NY PFL) provides eligible employees who work in New York State with job-protected, paid leave to bond with a new child, care for a family member with a serious health condition, or to help relieve family pressures when a family member is called to active military service. Insurance coverage for NY PFL benefits is included in the Company's existing disability insurance policy. NY PFL coverage is funded by employee payroll contributions.

When an employee returns from NY PFL, the employee will be reinstated to his/her prior position of employment, or to a comparable position with comparable pay, benefits and other terms and conditions of employment. The employee, however, will not be entitled to the accrual of any seniority or employment benefits during any period of leave, or any right, benefit or position to which the employee would have been entitled had the employee not taken the leave, unless required by law.

4.27.1 Employee Contributions

NY PFL premiums are paid through employee payroll deductions at the State-mandated rate of your annual wages for the calendar year. PFL deductions will be processed according to our normal payroll schedule on a post-tax basis, not to exceed the annualized statewide average weekly wage. PFL benefits paid out to employees will be treated as taxable wages in the year in which they are paid.

The maximum employee contribution rate for NY PFL is set each year by the New York State Department of Financial Services. The New York State Average Weekly Wage is also determined each year by The New York State Department of Labor.

A Eligibility

The eligibility requirements for NY PFL are:

- Employees who work a regular schedule of twenty (20) or more hours per week are eligible after twenty-six (26) consecutive weeks of employment.
- Employees who work a regular schedule of less than twenty (20) hours per week are eligible after working 175 days, which do not need to be consecutive.
- Time spent on PTO days can be counted toward an employee's eligibility determination.



A Eligibility (cont.)

- Employees are eligible regardless of citizenship and/or immigration status.
- In limited circumstance, employees whose regular work schedules are temporary or seasonal who do not meet the above eligibility requirements may opt out of NY PFL. To opt out of coverage, such employees must complete a waiver, which can be obtained from the Human Resources department.

B Qualifying Events

New Child

An employee can take NY PFL during the first twelve (12) months following the birth, adoption, or fostering of a child. Expectant mothers cannot take NY PFL for their own pregnancy. NY PFL begins after birth and is not available for an employee's own prenatal or postnatal medical conditions.

Serious Illness

An employee can take NY PFL leave to care for a close relative with a serious health condition. Close relatives are an employee's spouse, domestic partner, child and stepchild, parent and stepparent, parent-in-law, grandparent, or grandchild. These relatives can live outside of New York State and even outside the country. An employee cannot take NY PFL for the employee's own health condition.

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

Military Active Service Deployment

An employee can take NY PFL because of any qualifying exigency [as interpreted under the federal Family and Medical Leave Act ("FMLA")] arising out of the fact that the spouse, domestic partner, child, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces of the United States.

An employee cannot use NY PFL for the employee's own qualifying military event.

Where two spouses or domestic partners both work for the Company, both employees may use NY PFL, but only one employee at a time can use NY PFL to bond with the same child or care for the same family member.

Leave under the NY PFL may be taken in consecutive blocks of time or on an intermittent basis (in increments of no less than one (1) day).



C Benefits Paid During Leave

Benefits are a percentage of an employee's average weekly wage, capped at that same percentage of the New York State Average Weekly Wage, as calculated annually by New York State's Department of Labor.

D Coordination With Other Leave

An employee may choose to apply PTO during NY PFL but is not required to do so. If an employee chooses to apply paid leave, it must be used in full day increments, to the extent allowed by law. All paid time off applied during a NY PFL leave will run concurrently with the employee's leave under the NY PFL. The Company may choose to seek reimbursement from its NY PFL insurance carrier for the paid leave benefits the Company provides under its policies, to the extent permitted by applicable law. An employee may not use NY PFL in conjunction with any other type of paid leave to receive more than his or her full salary.

An employee who is receiving Workers' Compensation benefits will not be eligible for NY PFL for the same period. An employee who is eligible for both disability benefits and NY PFL during the same period of fifty-two (52) calendar weeks shall not receive more than twenty-six (26) total weeks of disability and NY PFL benefits during that period.

E Other Benefits While on NY PFL

While on NY PFL, employees may continue health insurance while on leave. If an employee contributes to the cost of health insurance, the employee must continue to pay the employee portion of the premium cost while on NY PFL.

Claim Procedure

The Company's insurance carrier will receive and process claims, make claim determinations and benefit payments. Information on the Company's insurance carrier can be obtained from Human Resources.

When an employee has a foreseeable need for NY PFL, the employee should provide the Company with not less than thirty (30) days' notice of the employee's intention to take leave, before the date the leave is to begin. If the event is not foreseeable, employees must notify the Company as soon as practicable. Additionally, employees taking paid family leave on an intermittent basis (e.g., on certain days, as opposed to a consecutive block of time) must provide the Company with notice as soon as practicable before each day of intermittent leave (or as otherwise agreed to between the employee and his or her supervisor).



Employee Documentation

Forms for requesting NY PFL can be obtained from Human Resources. The specific documentation or additional forms required for each type of leave are described on the forms and at www.ny.gov/PaidFamilyLeave.

Please note that if an employee fails to comply with the notice and documentation requirements, and no unusual circumstances justify the failure to comply, this may result in NY PFL benefits being delayed or denied, to the extent allowed by law.

Enforcement/Employee Rights

If an employee's request for NY PFL is denied and the employee disagrees with the reason for the denial of a claim, he/she may request to have the denial reviewed by an independent arbitrator. Information explaining how to file a request for arbitration for the denial of NY PFL benefits can be obtained from the Human Resources department.

The Company will not discriminate or retaliate against any employee who has claimed or who has attempted to claim Paid Family Leave benefits. If an employee believes he/she has been discriminated or retaliated against for taking NY PFL, he/she should notify the Human Resources department. Further information may be obtained from www.ny.gov/PaidFamilyLeave.

4.27.2 Paid Parental Leave Benefit Policy

Curtis' Paid Parental Leave Benefit Policy recognizes the needs of both parents to have time to bond with their newborn or newly adopted child. We believe all parents should be given time to care and bond with their new child without additional financial hardship that may result from taking time off. This Benefit is not required by law, and is provided at Curtis' discretion to aid its employees.

To this end, the Company provides six-weeks of fully paid parental leave Benefits to employees following the birth or adoption of a "child" as defined by the federal Family and Medical Leave Act and its regulations ("FMLA"). The six (6) weeks of Benefits must be used during the sixteen (16) week period immediately following the birth or adoption of the child. For adoption, Benefits may be used before the adoption is finalized if an employee needs to be absent from work for the adoption to proceed (e.g., for travel to another country as part of the adoption process). (Note that an employee who adopts a new spouse's child or children is not eligible for Benefits under this policy.) Receipt of Benefits under this policy will run concurrently with FMLA, State leave laws and disability leave laws, as applicable.



4.27.2 Paid Parental Leave Benefit Policy (cont.)

This Benefit is for mothers, fathers and co-parents, regardless of gender.

A Eligibility

Eligible employees must meet the following criteria:

- Be employed with the Company for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) consecutive months immediately preceding the date the leave would begin.
- Be a full-time or part-time, regular employee.
- Experience a qualifying event, including the birth or adoption of a child.

[NOTE: If an employee does not meet the above criteria prior to going out on leave, but does meet the criteria while out on leave, the Benefit will become available once the criteria have been met, but the Benefit must be used within the first 16-weeks immediately following the birth or adoption of the child.]

For example, a full-time employee hired on January 1 becomes a parent on November 30. For December, the employee, who is not yet eligible for the Paid Parental Leave Benefit under this policy, uses a combination of accrued PTO, and/or unpaid time off which means as of December 31, the employee has been off one-month. On January 1 (of the following year), the employee has been employed for twelve (12) months and therefore meets the criteria above and is now eligible for this Paid Parental Leave Benefit. This employee would only be able to utilize the Paid Parental Leave Benefit in the 16-weeks immediately following the November 30 birth of the child (e.g., up to March 22).

B Policy Details

- Eligible employees will receive a maximum of six (6) weeks of paid parental leave Benefits for the birth or adoption of child/children within a rolling twelve (12) month period. A multiple birth or adoption (e.g., the birth of twins or adoption of siblings) does not increase the six-weeks of total amount of paid parental leave Benefits granted for that event.
- Each week of paid parental leave Benefits are compensated at 100% of the employee's regular hourly rate based on the employee's regular schedule, or regular salary, offset by paid state disability or state parental leave benefits. Paid parental leave Benefits will be paid according to the Company's regular payroll practices at the time.
- Approved paid parental leave Benefits may be used at any time during the sixteen (16) week period immediately following the birth or adoption of the child. Paid parental leave Benefits may not be used or extended beyond this sixteen (16) week time frame or be taken for more than a total of six-weeks in a rolling twelve (12) month period. No exceptions.



B Policy Details (cont.)

- Employees may only receive this paid parental leave Benefit during the first 16-week period following the birth or adoption of the child. Any unused paid parental leave Benefits are not provided at the end of the sixteen (16) week period.
- Paid parental leave Benefits taken under this policy must run concurrently with leave under applicable state leave laws and the Federal Family Medical Leave Act. However, this policy does not provide for any leave of absence rights. All requirements and provisions under the applicable state leave laws and the federal Family Medical Leave Act will apply. Please refer to the medical leave policies in your Employee Handbook for further guidance on applicable state or federal medical leave laws.
- Benefits provided by the Company for Short-Term Disability (see Employee Handbook) are separate from the Benefits provided in this Benefit Policy. However, employees are not eligible to receive Short-Term Disability benefits at the same time as Benefits under this policy, and, Short-Term Disability benefits cannot be used to extend the Benefits under this policy beyond the sixteen (16) weeks.
- The Company will maintain all other benefits for employees while receiving this paid parental leave Benefit period, including medical, PTO, etc.
- If a Company holiday occurs while the employee is receiving paid parental leave Benefits, that holiday will be charged to holiday pay; however, this will not extend the eligibility period beyond the first sixteen (16) weeks following the birth or adoption of the child. Similarly, PTO may not be taken to extend the eligibility period beyond the first sixteen (16) weeks, following the birth or adoption of the child.
- The employee must provide his or her supervisor and HR with notice of the request for leave at least thirty (30) days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible) to be eligible for Benefits under this Policy. The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
- Upon termination of the individual's employment at the Company, he or she will not be paid for any unused paid parental leave Benefits.
- Abuse of any aspect of this policy will lead to disciplinary action, up to termination.
- State laws or regulations may supersede the provisions of this policy.



C New York State Requirements

In order for New York employees to qualify for the Benefits under this policy, Employees must qualify and receive New York Paid Family Leave insurance benefits from the State of New York, or the New York State Disability Insurance benefits from the State of New York.

Employees will receive a payroll supplement from Curtis equal to the difference between their regular base wages and the “State” Paid Family Leave insurance (“PFLI”) benefits they receive through California or New York Paid Family Leave. If an employee is disabled because of pregnancy, but exhausted her benefits under the Company’s Short-Term Disability Benefits policy, she will receive a payroll supplement from Curtis equal to the difference between her base wages and New York State Disability Insurance benefits she receives. The regular base wages do not include any other compensation (e.g., bonuses, overtime for non-exempt employees, etc.). For example, if an Employee’s weekly salary is \$2,000, and receives New York Paid Family Leave insurance in the amount of \$1,000 for a week, Curtis will pay the employee the \$1,000 difference (subject to standard payroll withholding). In no case, may Employees receive more than 100% of their normal base wages – when combining the State benefit and this Paid Parental Leave Benefit.

4.29 Personal Leave

A personal leave of absence of up to one (1) month may be granted at the discretion of the department manager with the approval of the Human Resources Manager. Personal leave is “unpaid” leave. Employees will be required to substitute accrued, unused Paid Time Off for personal “unpaid” leave. Additionally, the employee will accrue additional PTO hours and seniority credits during personal leave for the first thirty (30) days. While on personal leave, an employee’s job is not protected and the employee’s benefits will be covered for the first thirty (30) days. Once the employee exhausts the first thirty (30) days of benefit coverage, the employee will have an option to elect continuation of coverage at his or her own expense under COBRA. Personal leaves of over one (1) month must have the additional approval of an officer of Curtis. Curtis may require that the request for a leave of absence be in writing, stating the reason for the leave and its expected duration. The reason for the leave will be kept confidential.

An employee must have at least six (6) months of service to be eligible for a personal leave longer than one (1) week, and a year of service to be eligible for a personal leave longer than one (1) month. The maximum leave that can be granted is six (6) months.



4.30 Medical Certificates and the Exclusion of Genetic Information

To comply with the policies in this Handbook regarding leave and other employment accommodations, employees may need to provide the Company with certain medical information regarding the need for leave or accommodation. When an employee provides this information, the Company requests that the employee refrain from providing the Company with any genetic information regarding the employee or his or her family members. Genetic information includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

4.31 Accepting Other Employment While on Leave

If an employee accepts any other employment or goes into business while on a leave of absence of any type, the employee will be considered to have voluntarily resigned from employment as of the day on which the employee began the leave of absence.

4.32 Salary Continuation

State Disability, Workers' Compensation, No Fault Insurance and Long-Term Disability all provide partial salary continuation for eligible employees during times of injury or illness beyond a seven-day elimination period.

For any disability related to illness, injury and leave for a pregnancy related medical condition which extends beyond the employee's standard seven-day waiting period, it is the policy of Curtis to supplement the above insurance benefit and continue paying a portion of the employee's salary up to 100% contingent on the following:

1. Certification of the disability by a physician, in writing, to the Human Resources department. Length of payment will be determined by State Disability, Workers' Compensation or the No Fault Insurance Carrier as appropriate, not to exceed twenty-six (26) weeks.
2. Curtis will pay out the first week of disability to the employee, without using any accrued paid-time-off.
3. Salary continuation for short-term disability, Workers' Compensation, etc. will be based on length of service and will supplement benefits paid by any of the above insurances, to equal no more than 100% of the employee's gross salary.



Any insurance benefit payments reported to the company will be included as income where applicable and will be reflected on the employee's W-2 form at the end of the year.

Employees will be allowed two (2) weeks supplemental paid short-term disability benefits for every full year (52-weeks) of service, to a maximum of twenty-six (26) weeks. As you are eligible, you will be allowed to utilize the supplemental salary benefits on a "rolling" twelve (12) month basis.

Example

- Salaried employee earns \$800.00 per week.
- Length of service is three (3) years (qualifies for six (6) weeks of salary continuation).
- Duration of disability is nine (9) weeks.
- Curtis pays out the first week.
- State Disability Insurance benefits are 50% of salary with a maximum of \$170.00 per week. There is a one (1) week waiting period for the Short-Term Disability benefit payments.

Week #	Insurance Benefit	Curtis Benefit	Total to Employee
1	\$0.00	\$800.00	\$800.00
2	\$170.00	\$630.00	\$800.00
3	\$170.00	\$630.00	\$800.00
4	\$170.00	\$630.00	\$800.00
5	\$170.00	\$630.00	\$800.00
6	\$170.00	\$630.00	\$800.00
7	\$170.00	\$0.00	\$170.00
8	\$170.00	\$0.00	\$170.00
9	\$170.00	\$0.00	\$170.00



4.33 COBRA Health Coverage Continuation

4.33.1 Notice of Group Health Coverage Continuation Rights

If you elect coverage for yourself and any family members under one of Curtis' available health plans, then Curtis is required, by a federal law called "COBRA," to offer you and your family the opportunity to elect a temporary extension of health coverage in certain instances where coverage under the plan would otherwise end. This extended health coverage is commonly called "continuation coverage" or "COBRA coverage."

You and/or your covered family members will have the opportunity to continue medical and/or dental benefits for a period of up to thirty-six (36) months under COBRA when group medical and/or dental coverage for you and/or your covered dependents would otherwise end due to your death or because:

- Your employment terminates, for a reason other than gross misconduct; or
- Your employment status changes due to a reduction in hours; or
- Your child ceases to be a "dependent child" under the terms of the medical and/or dental plan; or
- You become divorced or legally separated; or
- You become entitled to Medicare.
- In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within sixty (60) days of the occurrence of the event. The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact Human Resources.



5. Curtis Employment Standards

5.1 Casual Dress Code for Work

As our company continues to grow, employees need to exhibit an appearance that confirms our professionalism to our customers, our business partners, and our coworkers. The Company's objective in establishing a dress code is to encourage employees to project a professional image while still experiencing the comfort and advantages of more casual and relaxed clothing.

Because not all casual clothing is suitable for the office, these guidelines will help you determine what is appropriate to wear to work. Clothing that is excessively revealing is not appropriate for a business setting. Additionally, T-shirts, torn, dirty, or frayed clothing is unacceptable.

Even in a casual work environment, clothing should be pressed.

Any clothing that has discriminatory words, terms, or pictures that may be offensive to other employees is unacceptable. This includes images that are political or religious in nature, are sexually provocative, use profanity or are insulting to other employees.

5.1.1 Dress Down Day

Fridays have been recognized by the Company as a dress down day. Certain other days may occasionally be declared as dress down days (i.e. company picnic, community events, etc.). On these days, jeans, sneakers and a more casual approach to dressing, although never potentially offensive to others, is allowed. Sports team, university, and fashion brand names on clothing are generally acceptable. This policy is intended to provide you with a reference to what is generally acceptable as work attire and what is generally not acceptable as work attire. No dress code can cover all contingencies so employees must exercise good judgment in their choice of clothing to wear to work.

If you experience uncertainty about acceptable, professional attire for work, please ask your supervisor or your Human Resources staff.



5.2 Standards of Conduct

Curtis has established general guidelines to govern the conduct of its employees. No list can include all types of conduct which can result in discipline, and the examples do not replace sound judgement or common sense behavior. Examples of employee conduct that could lead to discipline, up to and including suspension without pay and/or termination, are listed below:

- Theft or inappropriate removal or possession of property.
- Abusing lunch and break periods.
- Excessive absenteeism.
- Removing, posting or altering notices on any bulletin board on company property without permission by your manager or Human Resources department.
- Eating food and/or drinking beverages in undesignated areas.
- Failing to report injuries, damage to, or an accident, involving company equipment.
- Horseplay that results in personal injury or equipment damage.
- Engaging in discriminatory, harassing or threatening language or conduct toward others.
- Copying confidential business-related documents for personal use.
- Using facility communication systems inappropriately.
- Treating customers or coworkers in a discourteous, unprofessional, or inattentive manner.
- Fighting.
- Gambling.
- Insubordination.
- Being dishonest, including, but not limited to, deception, fraud, lying, cheating or theft.
- Falsifying company records including but not limited to time records, applications, or other business documents.
- Sabotaging the facility, grounds or equipment.
- Working or operating company vehicles under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, being under the influence of, or using, illegal drugs or intoxicants while on the job or while operating company vehicles.
- Sleeping on the job.
- Carrying a weapon on company property, including the parking lot.
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.



5.2 Standards of Conduct (cont.)

- Using the company's computer systems to access confidential computer files and data, without authorization.
- Negligence or improper conduct leading to damage of employer-owned property.
- Recording conversations with colleagues or supervisors, without the consent of all parties.
- Violation of Curtis' Equal Employment Opportunity, Harassment, or Conflict of Interest policies.
- Demonstrating gross misconduct or other serious violations of Curtis Instruments' policies or procedures.

5.3 Absentee Procedures and Attendance Standards

Punctuality and regular attendance are essential to the proper operation of the Company and will be one factor considered during your periodic performance reviews.

- If you expect to be absent from work for any reason other than illness, please submit a request for authorized time off to your supervisor as much in advance as possible.
- Any unplanned absence, tardiness or early departure must be called in to your supervisor before 9:00 a.m. Please do not leave messages with the receptionist. If your supervisor is not available, ask to speak to another supervisor in your work area. Calling and reporting the tardiness, absence or early departure does not mean your absence is automatically excused.
 - Unless pre-arranged with your supervisor, you must call in each day of your unplanned absence.
 - Any unplanned absences that are not called in will be recorded at the end of the week as an un-excused absence.
 - If an employee fails to call in an unplanned absence to his/her supervisor for three consecutive days, Curtis will presume he/she has abandoned his/her job, and his/her employment will be terminated.
- Employees who are absent for three or more days due to illness are required to submit a physician's note to the Human Resources department indicating the employee is able to return to work.
- If an absence qualifies for leave under Curtis' Family and Medical Leave or New York Paid Family Leave policies, the procedures set forth in those policies shall be followed.



5.4 Alcohol and Drug Free Workplace

We are dedicated to providing a safe, healthy, and efficient workplace for our employees, which is free of illicit drugs and drug/alcohol abuse. The manufacture, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on Company premises is strictly prohibited.

Likewise, being intoxicated at work as a result of excessive consumption of alcohol is strictly prohibited.

These activities constitute serious violations of Company rules, jeopardize the Company and can create situations that are unsafe or that substantially interfere with job performance. Employees in violation of the policy are subject to appropriate disciplinary action, up to and including termination of employment.

When appropriate, Curtis may refer employees to our Employees Assistance Program (EAP). The EAP is a voluntary, confidential, and professional service that provides information, counseling, and referral services to all full-time and part-time employees and their dependents who may be experiencing personal stress in their lives. Please contact Human Resources for questions about our Alcohol and Drug Free Workplace policy and/or EAP program.

5.5 Tobacco Free/Smoke Free Policy

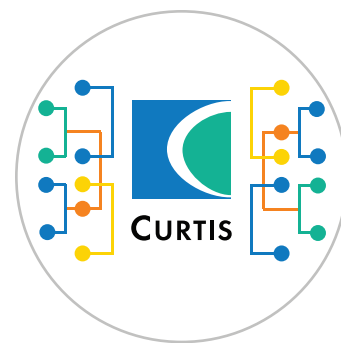
It is the policy of Curtis Instruments to be concerned with the health, welfare and comfort of its employees. Smoking and the use of electronic cigarettes or vaping is prohibited anywhere on Curtis' campus. It will be the responsibility of each employee to make sure that guests are made aware of our policy.

5.6 Safe & Healthy Work Environment

Curtis strives to provide a safe and healthy work environment for its employees which includes a supportive social environment. Curtis strives to maintain and promote a positive work environment that makes employees feel good about coming to work. Curtis encourages self-monitoring and reporting of employee factors such as stress, burnout and emotional duress so that the needs of its employees' health and well-being can be known and addressed.



6. Administrative Policies



6.1 Inclement Weather

As a general policy, Curtis does not close due to inclement weather. Since our employee population lives in such a widespread area, and since our employees start work at such staggered hours, across-the-board delayed openings and other various “company wide” changes to working hours have not proven practical.

Each employee is therefore asked to use good judgment to decide from his/her individual situation whether to attempt coming to work during inclement weather. Employees may use earned paid-time-off to cover pay lost due to inclement weather. Each employee’s absence analysis will reflect weather conditions as the reason for the lateness or absence and, where appropriate, will not impact unfavorably on the employee’s attendance record.

6.2 Safety

Maintaining a safe work environment requires the continuous cooperation of all employees. Curtis will take all reasonable steps to assure a safe environment and compliance with federal, state, and local safety regulations. The Company strongly encourages employees to communicate with fellow employees and their supervisor regarding safety issues. Employees should contact their supervisor, the nearest supervisor, and/or call 911 in the event of an accident or emergency.

If an employee is injured on the job, Curtis provides coverage and protection in accordance with the Worker’s Compensation Law. When an injury is sustained while at work, it must be reported immediately to a supervisor, who in turn will notify Human Resources of the incident for proper documentation. The purpose of the accident report is to correct any safety hazards, comply with insurance requirements, and protect employees from future injury. Failure to report accidents is a serious matter, as it may preclude an employee’s coverage under Worker’s Compensation Insurance and result in disciplinary action. Should you become troubled about the safety of your work environment, discuss your concerns with your supervisor or Human Resources department.



6.3 Use of Curtis Vehicles

Curtis vehicles are available for accomplishing specific tasks associated with Curtis business. Only those employees who possess a valid driver's license and who have a business need may use Curtis vehicles for business purposes. When using company vehicles, employees are expected to exercise care and follow all operating instructions, safety standards, and law. Payment of traffic and parking fines is the responsibility of the operator.

6.4 Electronic Communications

This policy highlights the Company's guidelines with regard to the use of the Company's electronic mail, instant message, text message, voice mail, Internet access and computer systems, as well as Company-issued cellular and camera phones and other electronic devices ("Electronic Communications"). The policy also describes guidelines with regard to personal computers, electronic devices, and cellular and camera phones used at the Company or for Company business. "Electronic communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives.

All electronic communications on Company systems, including all individual equipment (e.g., stand-alone computer or hand-held device) are covered by this policy. These systems are important assets of the Company and have been installed/provided at substantial expense to facilitate business communications. The Company respects the individual privacy rights of its employees; however, employee privacy does not extend to the employee's work-related conduct or to the use of Company provided equipment or supplies. The Company operates under this policy for several reasons including: (1) to ensure that these systems are used for business purposes; (2) to follow-up on departing employees' work-in-progress; (3) to ensure that the confidentiality of its trade secrets is being preserved; (4) to monitor employee performance; (5) to maintain the systems; and (6) to monitor our customer service and relations with outside businesses. You should be aware of how the following guidelines may affect your privacy in the workplace.



6.4 Electronic Communications (cont.)

- The Electronic Communications systems belong to the Company and the contents are to be accessible at all times by management for any purpose, even if password protected. The systems may be subject to periodic unannounced inspections and should be treated like other shared filing systems. Of course, these systems are intended primarily for business use.
- Do not assume that messages and files are confidential. The Company has the capability to access, review, copy and delete any messages sent, received or stored on the systems. The Company reserves the right to access, review, and copy or delete all such messages for any purpose and to disclose them to any party (inside or outside the Company) it deems appropriate. The Company may utilize or override individual passwords or codes. Back-up copies of electronic messages and computer files may be maintained and referenced.
- Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management. The Company reserves the right to access and review files and messages and to monitor the use of electronic (e-mail and internet) communications in its sole discretion as is necessary to ensure that there is no misuse or violation of Company policy or any law. Employees who misuse these communication systems will be subject to discipline up to and including termination.

6.4.1 Prohibited Uses of Electronic Communications

- The Company's Electronic Communications systems may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose, which is illegal. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of company policies.
- Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information means confidential and proprietary information related to the company's trade secrets, business models, business services, sales agreements, pricing information, drawings, designs, blue prints, manufacturing processes, customer lists, inventions, formulas, vendor agreements, strategic



6.4.1 Prohibited Uses of Electronic Communications (cont.)

business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on company systems. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.

- In addition to the terms stated above, every new employee will be provided with, and will be required to sign a copy of the Company's complete "Internet Policy", "Corporate Information Security Policy" and "Security Awareness Training and Testing" upon their first day of work. Please contact your Human Resources department if you have any questions or concerns about these policies.

6.5 Telephone

Company phone lines are for Curtis business use. Employees should limit personal calls.

6.6 Social Media

"Social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the company.

The company recognizes that social media provides opportunities to participate in interactive discussions and share information on particular topics. Employees' use of social media, however, can pose risks to the company's confidential information, can expose the company to discrimination and harassment claims, can appear to endorse or promote a competitor of the company and can jeopardize the company's compliance with business rules and laws.

Through this policy, the company seeks to minimize these business and legal risks and to ensure that all IT resources and communications systems are used appropriately, as explained below. The company therefore expects its employees to adhere to the following guidelines regarding use of social media, whether via company-owned accounts or personal accounts.



6.6.1 General Guidelines for Social Media

Social media should never be used in a way that violates any of the Company's policies or any other obligations that you may have to the company or third parties. For example:

A Policies Prohibiting Discrimination, Harassment and Violence

Employees may not use social media to engage in harassing or discriminatory conduct in violation of the Company's policies or to threaten violence. Do not post or send anything through social media that includes racial, sexist or ethnic slurs or any other discriminatory comments or threats of violence. Small missteps in social media can create big problems for the Company.

B Intellectual Property Laws

Employees must obtain appropriate permission to use a third party's copyrights, trademarks, service marks, or other intellectual property. Remember, just because you may have found a photo or an article on the Internet, it does not mean that that material is in the public domain and available for use without permission.

C Treat Confidential Information Confidentially

Do not disclose any of the Confidential Information (defined above in the Agreement to Maintain Company Information Confidential) of the company or its vendors and customers.

D Use Good Judgment

Social media posts can often be created and posted quickly. You should treat social media posts seriously and ensure that you do not say anything in social media that you would not be happy to see in any of the company's other communications. Whether in or outside of the workplace, remember that you are responsible for all content that you post or send.

E The Company's Social Media Sites

Employees may not create an official company presence on any social media site or create a company-sponsored site, unless you receive approval from the company. Please be aware that the company retains the absolute right (but not the obligation) to delete or modify any content on its social media accounts that it deems inappropriate at its sole discretion. Further, the company has the right to require any employee involved in posting any such content to stop posting immediately.



F Personal Social Media Sites

As noted above, if you discuss, endorse, or praise the company's products on a private social media account, please be sure to disclose your relationship with the company, particularly when your connection with the company would not otherwise be clear to your audience. Such disclosure may be made in plain language within the text of your post or be in the form of an acceptable hashtag: #employee. Transparency is key.

Personal social media accounts must not be used for internal business-related communications between fellow employees or company-contracted influencers engaged to post on the Company's behalf.

G Employee Rights

Nothing in this policy is intended to preclude or dissuade employees from: (a) reporting possible or suspected violations of law or regulation to any governmental agency or entity, cooperating with any such agency in an investigation, or making other legally protected disclosures; or (b) engaging in any other activity protected by federal, state or local law.

If you have questions or need further guidance about the Company's social media policy, please contact Human Resources.

6.7 Protection of Social Security Numbers and Other Personal Information

In compliance with state law, no employee may: (1) publicly post or display an employee's social security number; (2) visibly print a social security number on any identification badge or card, including any time card; (3) place a social security number in files with unrestricted access; or (4) communicate an employee's "personally identifying information" to the general public.

For purposes of this policy, "personally identifying information" means an employee's social security number, home address or telephone number, personal electronic mail address, internet identification name or password, parent's surname prior to marriage, or drivers' license number.



6.8 Travel & Expense Policy Statement

If you travel on official Curtis business and your expenses are authorized, you will be reimbursed for expenses in accordance with the Travel & Expense policy. This policy outlines the policies, procedures, and responsibilities related to Curtis travel. Travel costs are generally allowable when they are directly attributed to specific work on a Company event or project. Employees should exercise the same care in expending Curtis funds, as they would exercise with their own money.

For additional information on the Travel & Expense policy, please contact Human Resources.

6.9 Resignation

A voluntary separation from Curtis is generally considered a resignation and is initiated by the employee. When an employee decides to leave for any reason, his/her supervisor and the Human Resources Department would like the opportunity to discuss the resignation before final action is taken. The Company requests that you provide two weeks advanced written notice of your resignation. If as sometimes happens, the employee's supervisor may wish for the employee to leave prior to the end of the employee's two-week notice.

6.10 Exit Interview

Human Resources is responsible for scheduling an exit interview with a terminating employee by the employee's last day of employment and for arranging the return of Company property including:

- Company keys.
- Company issued credit cards.
- Company manuals.
- System Passwords.
- Any additional Company-owned or issued property.

Human Resources will provide departing employees with information concerning their benefits.

6.10.1 Final Paycheck

An employee's final paycheck will be in the form of direct deposit processed in the next normal pay period.



Employee Acknowledgment

This is to acknowledge that I have received a copy of the Curtis Instruments Employee Handbook and I understand that it contains information about the employment policies and practices of the company, including a policy prohibiting discrimination, harassment and retaliation. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which may require changes from time to time. I understand that this Employee Handbook supersedes and replaces all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of “at will” employment, Curtis reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

THIS COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK IS INTENDED TO CREATE ANY CONTRACTUAL OBLIGATIONS OR LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT — EXPRESS OR IMPLIED — FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME OR REGARDING ANY OTHER TERM OR CONDITION OF EMPLOYMENT UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE PRESIDENT OR VICE PRESIDENT OF HUMAN RESOURCES.

I understand that this Employee Handbook refers to current benefit plans maintained by the company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my supervisor or a member of management.

NAME (print): _____

DATE: _____

EMPLOYEE SIGNATURE: _____





CURTIS

Curtis Instruments, Inc.

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Mount Kisco, New York 10549

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