

ANNMARIE SKIN CARE

# TEAM MANUAL

# ABOUT THIS TEAM MANUAL / DISCLAIMER

We prepared this Team Manual to assist you in finding the answers to many questions that you may have regarding your employment with Annmarie Skin Care. Please take the necessary time to read it.

We do not expect this Team Manual to answer all of your questions. Your Supervisor and the HR Manager also will be a major source of information.

Neither this Team Manual nor any other verbal or written communication by a management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. Annmarie Skin Care adheres to the policy of employment at will, which permits the Company or the team member to terminate the employment relationship at any time, for any reason, with or without cause or notice.

Employment at-will may only be altered IN AN INDIVIDUAL CASE OR GENERALLY in writing signed by the President of the Company.

Many matters covered by this Team Manual, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this Team Manual or by any member of management.

This Team Manual states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this Team Manual, with or without notice, except for the rights of the parties to terminate employment at will.

This Team Manual supersedes all prior Team Manuals.

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## WELCOME TO OUR TEAM

Welcome to our Annmarie Skin Care team! We are delighted to have you on board as a valued team member. ASC would like our team members to feel that they are part of a growing family and that your time with us is fun, loving, and educational.

ASC has established an amazing reputation for quality products and services. Credit for this goes to every one of our team members. We hope you, too, will find satisfaction and take pride in your work here.

Please take the time to read through this manual, as it is a guide to get to know us better and what to expect from the company. We are here to support your transition, so please know that you can call on any of us to assist you!

We are looking forward to you joining our team and being successful at ASC.

**ANNMARIE & KEVIN GIANNI**



## OUR STORY



SHE'S ALWAYS FELT  
THE **MOST CONFIDENT** WHEN SHE  
IS MOVING AND EATING HEALTHY  
—  
STRAIGHT FROM  
HER ROOTS."



Annmarie Gianni's great grandparents came over from Italy to Ellis Island to find a better opportunity for their family in the United States. Once here, her great grandfather worked hard in the brick business and her great grandmother cared for the family—gardening and making fresh foods.

This tradition of hard work and garden-to-table meals was passed down to their children. Annmarie's grandfather on her mother's side was a jeweler and grandmother cooked straight from her garden in the Bronx, NY.

Annmarie's mother and father continued on by working hard to raise 3 daughters in Elmont, Long Island, then eventually—by an IBM transfer—Poughkeepsie, NY. There Annmarie was a three sport athlete, playing basketball, field hockey, and softball. She's always felt the most confident when she is moving and eating healthy—straight from her roots.

When she was injured playing field hockey, she discovered that she wanted to work with people to help them recover from injury, so she enrolled in the athletic training program at East Carolina University in Greenville, NC.

After graduation, she became an athletic trainer in Danbury, CT. Which is where she eventually met Kevin—who had run the Hartford marathon and got injured while doing so.

Kevin, at the time was managing single and multifamily renovation projects, but wasn't passionate about the work. After being together for a while, they decided to use both Annmarie's training skill, Kevin's past entrepreneurial experience and their love for healthy, natural food to start a personal training business.

While their training business grew and thrived, Kevin started a website in hopes of bringing their health message to a larger audience. This first site LiveAwesome.com failed miserably, but the second started gaining traction when they started a show on YouTube called "The Renegade Health Show."

The success of this show allowed them to stop seeing all their clients, buy a vegetable oil fueled RV and travel around the United States (and beyond) for two and a half years. While they traveled, they interviewed and researched all types of natural health and healing experts and protocols. Once they were finished, they had over 900 videos and over 10 million views on their channel.

As they were traveling, one question they got often from viewers was "Annmarie, what products do you use for your skin?" It was one that they were unable to answer—since when they went into their cabinet to see what they were using, the products didn't really live up their own personal quality standards. So in early 2008, they both set out to find a product line that they simply could recommend. It's worth noting here, that at this time, there was little to no thought of starting a skin care business—all they wanted was a product that they could sell in their online store.

Along this journey, they talked to skin care company owners, but weren't always impressed with the ingredients their products contained. They also started to talk to formulators who might help them form a line—but were dismayed when many of them said that you could make your products seem cleaner by just not including certain toxic ingredients on the label as long as they were under a certain percentage. That, obviously, wasn't what they were into either.

Almost ready to give up, Annmarie walked into a small spa in Patagonia, AZ and the woman there told her about a line that she loved. When Annmarie smelled the products and tried them on her skin, she was blown away. They felt so different—they felt alive and they had a vibration to them she couldn't explain. The fragrance and aroma was beautiful. The esthetician put a little on her hand and she noticed a huge difference and as soon as she put them on her face—she realized she had never felt anything like this on her skin. She saw immediate, noticeable results. After more than six months of searching, she knew these were the ones they could recommend. She contacted the owner, Bunnie—an herbalist and chemist, who at the time had been making organic, synergistic and exquisite skin care for about 30 years—using nature in its finest and purest form. To Annmarie's disappointment these products were only sold in spas. But knowing what they both knew about the industry from their experience trying to find a high quality, clean line, they knew they couldn't just let this one go.

Whether fighting for GMO labeling or real food, they always had been honest, disruptive activists. So they decided that skin care is an industry that needed disrupting people behaving disruptively for things to change. Over the years, they had developed resources, amazing relationships, expertise and our existing client base from Renegade Health and knew it was time to create something of

their own. So they contacted her again and asked if she would help them bring a line to the public. She said yes!

In 2009, Annmarie Skin Care was launched. Each product is made with intention using our 3-step proprietary Wild. Beautiful. process—where all ingredients are hand selected, then infused into our base oils and aloe juice, and finally crafted with additional plant extracts and ingredients to make them as effective as possible. The result is beautiful, glowing skin.

Since then, Annmarie and Kevin have helped steward the message of good, clean, effective skin care through education and, simply, a product with natural, organic and wildcrafted ingredients that speaks for itself. In 2012, they brought on a young, talented activist named Rachel. A self-proclaimed skin care junkie, she has brought her passion and leadership style to help create the team and culture needed to build a sustainable company (and one that is a ton of fun to work with!) Now, they have a team of 20+ people who are aligned on this similar path to help people make better decisions about their skin, beauty and health.

Along the way, they've still experienced some of the dimmer parts of the industry. In 2011, When Bunnie let them know that she just couldn't make a shampoo and conditioner that was natural, effective and affordable—they went to another trusted (or so they thought) person to have them

formulated. After using and smelling the product before making the final labels and launching, something didn't feel right—it just didn't seem as natural as they wanted. So they asked for a full lab report one more time—and this time the formulator sent over something much different than the one that she had before. They were shocked to find there were 13 ingredients that she had put in the product that weren't on the original spec sheet. They, obviously, immediately stopped production and sent back the product.

As a team, they've also uncovered hidden processes in ingredient production, chemical derivatives in "natural" ingredients not listed by suppliers, nano-particles sold as regular particles, and other industry tricks and oversights. All these instances have helped them create processes to ensure that the Annmarie Skin Care line is the best it can possibly be—now and into the future.

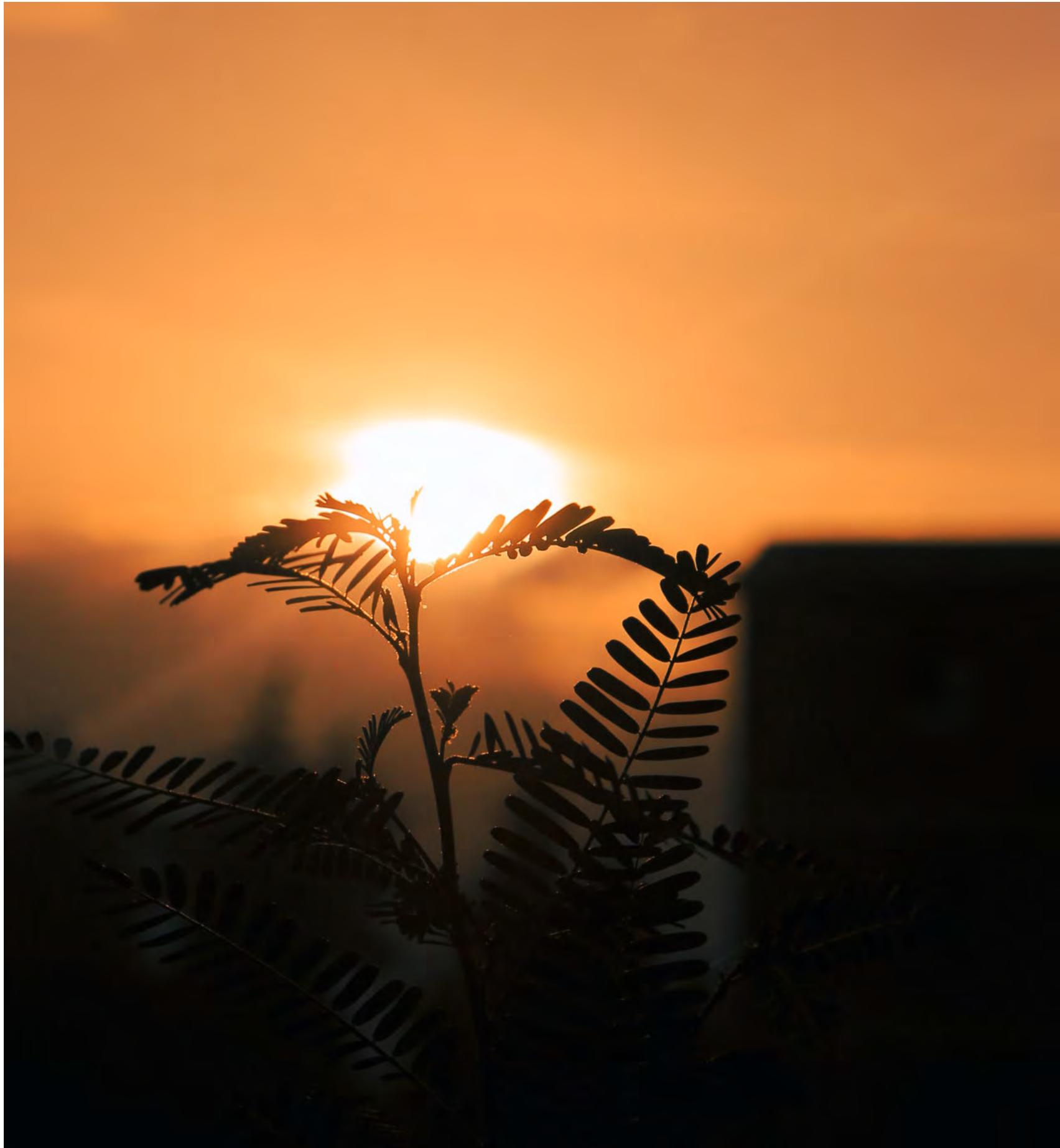




## OUR MISSION

Our mission is to provide you with unquestionably high quality, honest and effective products to support an organic and natural lifestyle.

As a company, we love our customers like friends and help you—through education and family-like customer support—make the best decisions you can about your beauty, health, and self.



## OUR VIVID VISION

### core values

#### **HONESTY.**

We are honest with ourselves and each other. We take care of the needs of the team and the company with integrity.

#### **WILD.**

We think outside of the box, we innovate, and we are committed to ongoing education and growth. We question, give feedback and challenge with direct and sometimes uncomfortable communication.

#### **BEAUTIFUL.**

We maintain beauty in all we do—the way we act, the way we present ourselves and our space, and how we communicate with team members, customers and vendors. We create an environment that is inclusive, provides respect, allows individuality and celebrates diversity.

### core purpose

We at Annmarie Skin Care are mothers, fathers, sons and daughters, just like you—so in addition to creating the best natural skin care possible, we are committed to creating a better, more sustainable—and in turn, more beautiful world.

Our purpose as a company is to align with these three words:  
**Honesty. Wild. Beautiful.**

#### **HONESTY.**

Everything that is in our products is on the label. We only source our ingredients with integrity. We always have workers, wages, the environment and outstanding quality on our minds.

### **WILD.**

Our products are as close to nature as you can get. We use the best organic and wildcrafted ingredients mother nature can provide, giving you a pure experience—free of chemicals, colors and fragrances.

### **BEAUTIFUL.**

This is our promise to you. Use these products and see the results—beautiful, youthful, glowing skin.

## **what makes us different**

We handcraft skin care—using organic and wildcrafted ingredients—that promises beautiful, glowing skin.

We do this using our 3-step, Energized Botanical Infusion Process.

### **STEP 1: CURATE**

We carefully curate organic and wildcrafted ingredients—from herbs to high-vibration plant extracts—that meet the highest standards of quality and effectiveness for your skin and body. We forge relationships with farmers and tirelessly audit our sources to maintain our standards of purity and sustainability.

### **STEP 2: INFUSE**

We infuse hand-selected herbs into organic aloe vera and skin-nutritive oils at low heat (never over 95°). These botanical infusions are left to steep for up to 30 days and energized by crystals before serving as a potent base for all our formulas.

### **STEP 3: CREATE**

We then add high-performance seed oils, antioxidant-rich botanicals, and synergistic plant stem cells that deliver skin-supporting nutrients and luxurious aromatherapy. The result? Active, supernaturally-effective skin care—and our commitment to **Clean Beauty Since Day 1**. Finally, we house all of our products in Miron violet glass, which energizes the organic molecules of the product by filtering in a small percentage of light while protecting it from the harmful rays of the light spectrum. These are then packaged with intention using sustainable materials that are recyclable or made up of post-consumer waste, and produced at a wind-powered facility.

Annmarie and Kevin Gianni never actually intended on starting a skin care company. They were video health bloggers when people started asking which products they used. They realized what they were using was not something they could recommend. They also started learning more and more about the chemical and industrial skin care industry. So they only wanted to provide a solution—to provide organic and natural skin care products. They found a line that they could completely stand behind and eventually started working with that formulator to create the Annmarie Skin Care line. The idea wasn't to start a business, it was to create a solution to the problem.

## **company - day to day**

The day to day work of the team is to support customers, improve systems, market, creatively come up with new ideas/ products, and to grow. This is a work-life balance company, where we work extremely hard but we also know how to take time for ourselves as well. Our people are self motivating and management does not have to get involved—since each team member has their own internal clock and engine.

The days flow smoothly and managers meet with team leaders weekly to run over what has been accomplished and what needs to be done moving forward.

Management meets weekly—as well as quarterly—to plan out how we need to grow and what systems to improve, then we put these plans into place with the team to put them into action. All team members do what they're best at and we continually check in to confirm this is the case.

We have handbooks for every role in this company to allow ease and support should someone be on vacation or transition roles.

## **product line growth**

We continue to sell and improve the best natural skin care products available. We have built relationships with farmers or partners who work directly with the farmers for a large portion of our ingredient sourcing. All of our products go through a strict auditing and verification process to become Made Safe certified, while we continue to focus on sustainable packaging and always improving the way we can be better to the planet.

We've launched only a few additional skin care products in our signature collection that round out that line, and our Essentials Collection launched to act as an introductory product line for new customers. We have a successful shampoo and conditioner. We also have expanded our luxury line, the Wild Alchemy Collection.

We've released a luxury essential oil based perfume, a sunscreen, along with a few intentional co-branded products.

## departments

### MARKETING

Our marketing is focused on these mediums—paid advertising, social media influencer campaigns, SEO, Amazon, existing customer retention and affiliates.

We've managed to create a few great lead generating ad campaigns that have increased our revenue from ad spend to 25-35%. Our remarketing campaigns are well thought out and efficient. Our SEO has allowed us to rank for strong and converting keywords in the beauty industry. We own top slots for some of these in searches. Our social media influencer campaigns have expanded out of the health niche and bring in qualified customers daily. Our customer retention campaign is completely ironed out and working efficiently. We've made new affiliate relationships, but also managed to nurture the existing ones to form strong and long lasting alliances. Amazon has increased to 10% of our total sales.

In 2021, the company will expand its new initiatives in information marketing and lead generation.

Marketing is managed by a manager who's been trained and has experience in all these aspects of building a structure like this.

### CUSTOMER SUPPORT

Our customer care program continues to evolve into the best in the industry. We continually go above and beyond to treat the customer like a good friend. This is the goal and we hit it consistently. Team members are encouraged and rewarded for doing the best they can for each customer and surprising them with the quality and depth of service. Our Customer Love program, which is a program recognizing and caring for more customers in a deeper and more intimate way, is running smoothly.

### RETENTION & SALES

Our Retention and Sales program is continuously creating long lasting relationships with our customers, to ensure they are committed to our products and our brand.

The goal is to convert our customers to becoming an Insider—a customer who is subscribed to our products. We continuously aim to improve Insider retention rate through increased email engagement, SMS, book club, Insider Welcome Box, quarterly events, FB Lives, etc. By the end of 2021, we will have 5K Insiders.

We are booked out a month in advance for our Skin Consultations, where we can connect with our customers over their skin care needs and take the time to walk them through our products that are best for them.

The sales team is always testing new campaigns (through phone or personalized email) to gain higher sales and convert more customers to being an Insider. We anticipate our revenue from the sales team will increase to \$282,000 in 2021, an increase of 20% from our 2020 goal of \$235,000.

### MANUFACTURING

We've ironed out any issues with manufacturing. Our sourcing is impeccable. Production is smooth—filling and labeling is done in the most efficient way. We can turn around fast if needed, but our planning and inventory management is solid enough to rarely need expedited production.

### SHIPPING

All our boxes are shipped in branded and sustainable packaging. We have very little error percentages and breakage. Our packages ship the same day as order. We ship from multiple warehouses in the U.S., and utilize Passport shipping services for international shipments.

### WHOLESALE ACCOUNTS

We continue to grow our wholesale accounts organically. As we've grown, more and more companies reach out to us to carry our products. We're equally inclusive and exclusive—smartly choosing wholesalers based on a combination of fit, location, and capabilities.

### SOCIAL MEDIA

We continue to build our social media presence and have well liked properties across the internet. Our focus continues to be as human as possible.

## **LEADERSHIP**

We maintain a top-light leadership team. This is to make sure we're not so heavily bureaucratic and can move efficiently and swiftly. Leadership's main role is to move the company along and foster an environment of improvement. Culture is a big focus as well—again the goal is to be as human as possible.

## **what people say**

### **ONLINE CUSTOMERS**

Our online customers are continually pleased with our quality of products, shipping time, and customer care ambassadors. They regularly share with friends and family, since it's hard not to talk about the products and the company.

### **MEDIA**

The media reaches out to learn more about our products. We've now reached a higher tier of media coverage and prominent blogs, magazines and other outlets reach out to us for interviews. We also are recognized in the business world by media outlets. Our systems and processes have gained the attention of other business owners and media and we are sought out to explain how we run and maintain our business.

## **work environment**

### **CULTURE**

We value our values and our culture is a representation of this. We work hard to have a Dream Team culture - with A players and high performers. The importance of direct communication cannot be stated enough. Accountability runs through the organization—pushing the team to own their mistakes, learn from them, and to seek solutions, not to place blame. Our team has incredibly high standards for themselves, for their team and for the quality of work we produce as a whole. The team at Annmarie Skin Care understands people over process and is inspired to get to the end goal by having the freedom and flexibility, not by rules and control.

### **TEAM MEMBERS**

Each team member is a ball—you can push them once and they keep moving

forward. Everyone is self-motivated and does not require much reminding to complete tasks. Each team member is also extremely passionate about making a difference in the world and has some sort of connection to the natural, organic lifestyle. Conversation is open and candid. Everyone likes each other and works as a team in community. Team members are empowered to make change in the company as well as bring up issues directly to management.

### **VIRTUAL OFFICE ENVIRONMENT**

The virtual office environment is succeeding. Everyone enjoys working together and there's little if any interpersonal issues. When they do come up, we address them with direct communication—no gossip or triangulation. We encourage team members to meet up locally with others that are nearby as well as hold quarterly company-wide events that team members can attend. (Some are mandatory.)

### **WORK LIFE BALANCE**

Our work life balance is exceptional. We encourage team members to work hard, but remind them to take breaks and not be a hero. No one should feel like they have to work more than 8 hours a day and nor should they. Team members can access more work-life balance benefits that we've set up to keep them healthy and happy—these include monthly reimbursements towards something that makes their life better, quarterly wellness focus' including multiple hours throughout the week on themed wellness activities and/ or educational trainings, retreat discounts, lifestyle goods discounts, and more.



THE CULTURE AT  
ANNMARIE SKIN CARE

**Skin care is our business, but we are so much more than that.** Our team is a unit—growing together while challenging the status quo and providing space to evolve and do greater in this world. We emphasize treating our customers, vendors and team members like you would treat a good friend.

Everything we do at Annmarie Skin Care (ASC) is run through our core values—**Honesty. Wild. Beautiful.** This includes how we expect the team to act.

#### **HONESTY.**

We are honest with ourselves and each other. We take care of the needs of the team and the company with integrity.

#### **WILD.**

We think outside of the box, we innovate, and we are committed to ongoing education and growth. We question, give feedback and challenge with direct and sometimes uncomfortable communication.

#### **BEAUTIFUL.**

We maintain beauty in all we do—the way we act, the way we present ourselves and our space, and how we communicate with team members, customers and vendors. We create an environment that is inclusive, provides respect, allows individuality and celebrates diversity.

We are always looking to be better, and to grow more. Our values define the way we work. We value our values. These three words help guide us—**Honesty. Wild. Beautiful.**

At Annmarie Skin Care, we hire and promote people who embody these values and skills.

## **Honesty.**

#### **INTEGRITY**

- Uphold our values and question actions that are inconsistent with them.
- You are known for candor, transparency, authenticity, and in times of disagreements, being non-political.
- You only say things about fellow team members that you say to their face.
- In all situations, you're honest.

#### **A DIRECT COMMUNICATOR**

- You share criticisms, complaints and negative feedback **only with those who can improve the situation.** Otherwise, you are causing disruption.
- Give direct feedback to everyone at Annmarie Skin Care quickly and with respect. Receive this same feedback with the openness and desire to understand and improve.
- Listen and seek understanding before responding.
- Be concise and articulate what you mean kindly and clearly in speech and writing.
- Direct communication is necessary even when it may cause personal discomfort.

## **Wild.**

#### **BOLD & DRIVEN**

- Question the status quo.
- We embrace the idea that our formed opinion may be based on misinformation. And we are always open to changing this.
- Say what you think, when it's in the best interest of Annmarie Skin Care, even if it is uncomfortable.
- Be vulnerable.
- Never say "that's not my job."
- Have high standards for yourself, your team and the quality of work we all produce. This is a reason to be a leader and ensure quality, not an excuse to move slowly.
- Your performance is consistently strong and your team can rely on you.
- Seek constant improvement, even when things are going well. You stay driven, move quickly and never settle. You see and understand that this is what has allowed us to gain leadership in the online skin care space and will keep us there. This is the mindset that pays our salaries.

### **GROWTH FOCUSED**

- Continue to learn rapidly and eagerly—professionally and personally.
- Challenge yourself and your team members to always do better.
- Thrive on change and embody those who are different from you.
- Stay curious, so that you are always learning.
- Create ideas that prove to be useful, intentional, and lucrative.
- Admit to your mistakes freely and openly.
- Deliver work that is most immediately valuable to our customers and the success of Annmarie Skin Care and do not prioritize the work that is more exciting or fun to you.
- You have judgement—to make wise decisions, and to think about the immediate needs of the business as well as strategize the needs for the future.
- Stay **passionate** and continue to have a solution-based attitude about your work. The day this changes is the day you start seeking new work that will give you that satisfaction.

### **Beautiful.**

#### **RESPECTFUL, KIND AND SELFLESSNESS**

- Treat everyone (team, vendors, affiliates, partners and customers) with respect independent of their status or disagreement with you.
- Emanate love and have a positive attitude.
- You actively engage with opportunities to talk with customers, partners or affiliates because you recognize that your best work is not possible without a deep understanding of them.
- You recognize that we are one team, and individual or department credit is not important to you. When this concept is shared by all team members, you appreciate that this leads to a workplace that avoids silos, fosters productive debate, and is focused on customer value - never personal politics or individual gain.
- Remember “we” vs “I”. Every contribution by someone on the team is only possible with the support of the rest of the team. We will win as a team.

#### **A HOLISTIC PROBLEM SOLVER**

- Identify root causes of issues, and get beyond treating symptoms.
- If you can fix it, do it!
- Think strategically, and articulate your goals well.
- Use data to inform your intuition.
- Develop great judgement through doing tactical, in-the-details work.

### **This is Who We Are Not**

- Someone who is unwilling to grow, not teachable or unable to shift perspectives.
- Having a “me first” attitude. ASC and the team as a whole always comes first.
- Entitlement
- Someone who does not embrace diversity or someone who is not accepting of differences in others.
- Letting ego get in the way of teamwork.
- Unaware of those around you and how your actions affect them.
- Being disruptive to other team members in their pursuit of growth and success at Annmarie Skin Care.
- Disrespecting other team members through gossip or any other way.
- Refusing to look at the big picture.

### **Leadership and Management Responsibilities**

Managers are coaches and are here to provide guidance. Managers are also to encourage business and personal development as well as assist each team member to be the best they can be at their job. Management is held to the same principles above as well as these below:

- You care deeply about the company, its goals, brand representation, and values along with its people.
- You must always be inclusive.
- Be transparent reporting on key projects whether they are successful or failing.
- You constantly demand the best from their team.
- Your team is never surprised about your views on their performance
- Must follow the principles of radical candor - care deeply about your direct team and challenge them directly with feedback for growth

### **Results Over Process and Efficacy Over Efficiency**

Building a process is never your goal, it's only a milestone on the pathway to delivering customer value. Your goal should be seeing results rather than doing something because it is part of the process.

## Feedback and Direct Communication

Most issues are not resolved quickly and amicably, because many people shy away from direct and constructive communication. At ASC, we want you to be a strong and direct communicator, even if the conversations stretch your own personal limits of comfort. We celebrate people who can bring up hard issues in a caring way to help move the company forward. If this type of communication is not for you and you like to stay in your comfort zone and avoid difficult situations, our culture is not a fit.

## Dream Team vs. Family

### From the Netflix Culture Manual:

"If you think of a professional football team, it is up to the coach to ensure that every player on the field is amazing at their position, and plays very effectively with the others. We model ourselves on being a team, not a family. A family is about unconditional love, despite your siblings' unusual behavior. A dream team is about pushing yourself to be the best teammate you can be, caring intensely about your teammates, and knowing that you may not be on the team forever."

Our Dream Team is one where all team members are exceptional at what they do and are working together to reach the goals set by the company.

Management works hard to ensure those hired can fill out positions needed that fit our Dream Team culture.

Netflix, the inspiration for our Dream Team philosophy, makes a very important distinction about effort and performance that we strongly agree with (from their culture manual):

"Succeeding on a dream team is about being effective, not about working hard. Sustained "B" performance, despite an "A" for effort, gets a respectful generous severance package. Sustained "A" performance, regardless of level of effort, gets rewarded. Of course, to be great, most of us have to put in considerable effort, but hard work is not how we measure effectiveness."

This simply means we will always look for those who maintain "A" performance.

Managers will also perform the "Keeper Test"—asking "how hard would we work to keep this team member from leaving if they were to leave?" If the answer is "hard," you're an A player. At any given time, you as a team member

can do the same thing, ask yourself "how hard would my manager fight to keep me." If you're not sure, make sure you address it directly with them for feedback.

We have expectations for you to perform as an A player but understand there may be outliers. If your performance was once exceptional, but gets to a place where it is not meeting the expectations of your manager, your team and this company, you will be placed on a Performance Improvement Plan. If, after that period, your performance has still not improved, then we see that as an opportunity to help you thrive elsewhere.

You may hear the term, "Happiness Conversation". We've created this to allow space for a conscious transition should you or your manager decide you are no longer a fit in your position or the company. We will work with you to establish a timeline with an end date so that we can move forward as a company and team and that you can move forward into a role or company that brings you happiness again. You can find specifics and details laid out in our Team Manual.

## Freedom & Responsibility

We find that people have some of the best opportunities to grow when there is a foundation of trust that allows them the space and power to make their own decisions.

Because of this, we believe in a team and workplace that harnesses this philosophy and shies away from the reliance on micro-management or excessive control. We trust our team to have the power to make decisions that are best for Annmarie Skin Care and support them with the tools they need to get them to that place. And as a result, this level of trust creates a sense of responsibility and ownership in the individual that allows their great decisions and work to positively impact the company and team.

As organizations grow and complexities arise, it is common for teams to heavily lean into processes in the name of streamlining and efficiency. While the set-in-stone processes allow the businesses to run smoothly for some time, the result is never truly permanent or immune to disruption. And as the dependence on process increases, the original pillars of adaptability and innovation that the company required at an earlier stage begin to erode.

To prevent such rigidity and to maintain agility, we share all of our processes in our [\*\*ASC Employee Handbooks\*\*](#) and [\*\*ASC Internal Resources\*\*](#) project board in Asana. There, every employee has the opportunity to go through processes from all departments to not only learn the steps for tasks and projects outside of their expertise, but to also evaluate if that process can be changed and optimized or to question if it is still necessary.

We also preserve this sense of freedom through guidelines we've set up for effective meetings, based on the book, *Meetings Suck*. All team members are encouraged to know how to run an effective meeting, such as knowing what category of meeting to call, including an agenda beforehand, sticking to the allotted meeting time, and more. We also empower our team to understand when they'll be adding or receiving value from a meeting, which means making the decision to opt out if that is more valuable, and constantly auditing their calendars to see where they can shorten or reduce meetings as needed.

## **Context, Not Control**

At Annmarie Skin Care, we strive for each team member to feel fully empowered and confident to make the best decisions independent of their manager's opinion. We encourage our team to only consult their manager when they are unsure BUT should work often to get to a point where their certainty in their decision making abilities is strong.

Throughout Annmarie Skin Care, decision-making skills are being exercised and strengthened constantly. No one should ever look to another for something they are clearly capable of knowing the answer to. We pride ourselves on how few decisions a leader makes, not how many.

The leader's role is to teach, guide and grow their team, and to set clear context and expectations so that their team has accurate information in order to make generally great decisions. This is not to say that leaders should not be involved—we expect leaders to be well informed through all of the decisions made by their direct reports. This is to allow them to have a clear idea of what is actually happening and to also be able to provide feedback if and when it's necessary. Details may need to be gathered in a situation so that context can be reformatted or shifted as necessary. This is okay, in fact, it is healthy. We do this to learn how to adjust the context so that more decisions are made well without having to change the small decisions that were already made.

In special circumstances, "context not control" is overridden—such as an urgent situation when there is limited to no time to truly think about the proper context of a situation or the principles associated with it. Or in a time where there is a new team member who may not be fully versed in the context to allow them to be confident, or in a temporary situation where it's recognized that the wrong person is in the decision making seat.

Our team's job is to serve Annmarie Skin Care, not to please one's manager. If a team member disagrees with their manager, they are to be open and transparent about this. They may say, "I know we may not agree but I would like to do X because I feel that it is the best solution. Doing X will provide outcome A,B,C. Please let me know if you want to specifically override my decision." We don't want our team guessing what their manager thinks is best and then doing that. We want our team knowing the situation fully, understanding the context and the path for a solution and making a decision to get to that best possible outcome.

## **What is Culture?**

You are a tenacious, motivated person who is inspired by excellence and inspires their team to strive for that same excellence. Now, imagine yourself surrounded by a team where each person values and channels that same perspective. The synergy of the team's effort and dedication will naturally cultivate an environment where you will constantly be inspired to grow, produce excellent work, find camaraderie throughout the process—and lastly, sustain a workplace culture that each person on that team would be proud to be a part of.

Over the years, we've learned that culture is not about the fun benefits, the fancy dinners, parties and outings. It's about being on a team that is so aligned with your value of growth and success that the surrounding energy of shared passion pushes you forward to be your best self.

## Focus On Your Growth and You Will Succeed

We encourage you to be better every day. We encourage you to seek out opportunities to be better at your job—whether through courses, events, networking, etc. We also encourage you to grow personally. If you remain stagnant, the world will pass you by and you'll be unfulfilled. If you constantly improve, you will achieve whatever you set out to achieve—whether it's with us, somewhere else or on your own.



## EXPECTATIONS

There are few things we'd like for you to keep in mind while working here and what we expect of you.

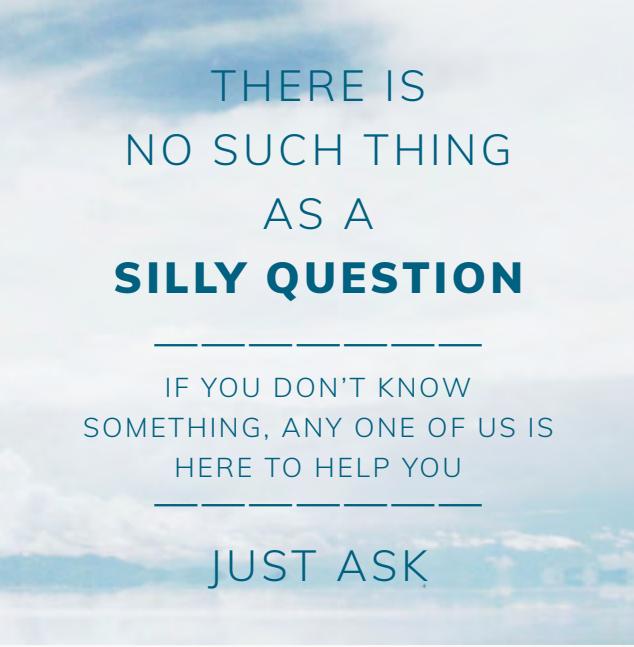


BRING A  
POSITIVE  
ATTITUDE



TREAT OTHERS  
**BETTER**  
THAN HOW  
YOU'D LIKE  
TO BE TREATED

(WE ARE A TEAM,  
SPEAK TO OTHERS AS SUCH)



THERE IS  
NO SUCH THING  
AS A  
**SILLY QUESTION**

IF YOU DON'T KNOW  
SOMETHING, ANY ONE OF US IS  
HERE TO HELP YOU

JUST ASK

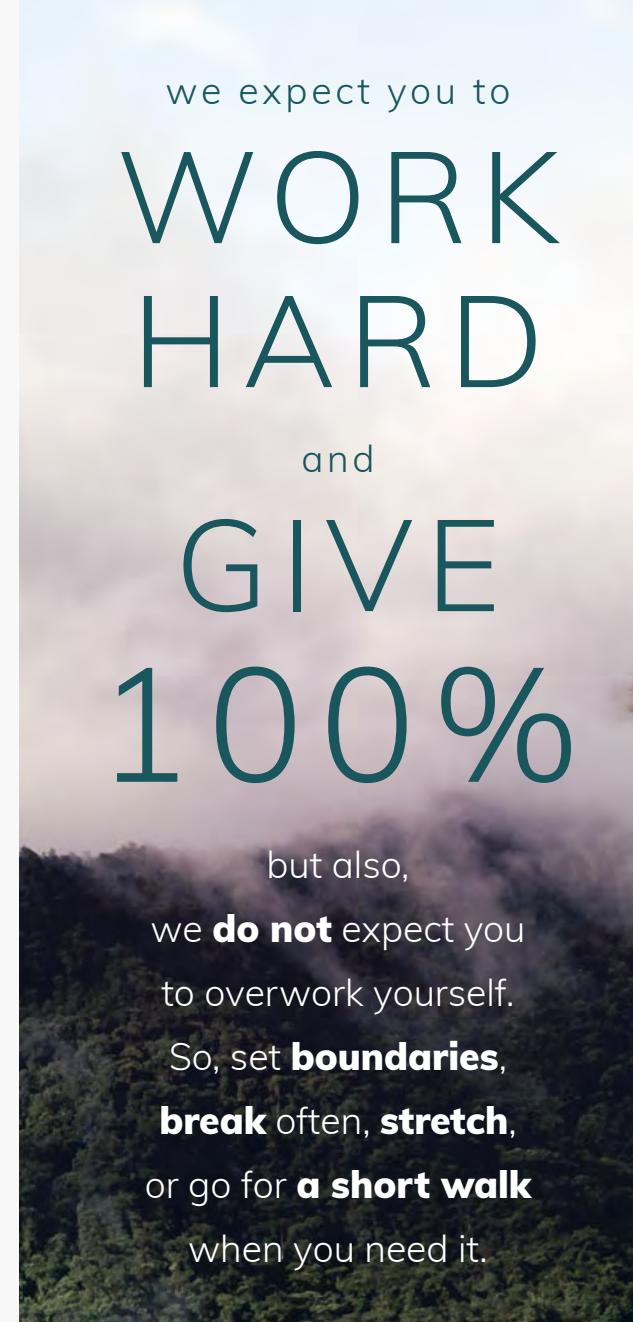


BE YOURSELF  
**SMILE OFTEN**

AND WHEN YOU  
DON'T FEEL LIKE IT —

**BE OPEN**

BE CLEAR WITH YOUR  
TEAM MEMBERS



we expect you to

**WORK  
HARD**  
and  
**GIVE  
100%**

but also,  
we **do not** expect you  
to overwork yourself.  
So, set **boundaries**,  
**break** often, **stretch**,  
or go for **a short walk**  
when you need it.



WE EXPECT  
**GROWTH**  
AFTER EACH OF  
YOUR REVIEWS



DON'T SKIP LUNCH!  
**TAKE A BREAK**  
GET AWAY FROM  
YOUR COMPUTER  
**AND ENJOY A  
HEALTHY LUNCH!**

WE EXPECT THAT  
YOU MEET  
**DEADLINES**

take **vacation** time

...and a few more things we'd like  
for you to keep in mind  
while working here and what we  
expect of you.

you must attend  
**MONTHLY**  
**TEAM MEETINGS**

you must attend  
**DAILY**  
**TEAM HUDDLES**

these are quick company wide sessions to  
keep the team focused and inspired! we  
share **top priorities, stuck-on's, wins &**  
**progress** depending on the day!

we have a  
**40-hour** work week

what this means is that you are required to work 40 hour  
work weeks. **we are flexible** if you are late, but then you  
need to stay late. also, you must **let a manager know** if this  
is happening—not only for being aware of who is where, but  
also, we may get worried.

**EXTRA BONUS!**

UPON APPROVAL WITH  
**HARD WORK AND**  
**TRUST**, WE OFFER  
REMOTE LOCATION  
FLEXIBILITY.

we have  
**zero tolerance**

for working on outside tasks  
and projects while at work or working from  
home. we are very lenient and flexible with  
your off time, so please use that time to do  
“off time” projects

ask yourself—  
**how can we say**

**YES?**

if you have a **question, a problem,**  
**or a request** please consider all  
of your environment including your  
team members beforehand. we welcome  
all questions, but please think about  
everyone and come with a **possible**  
**solution**

**THINK TEAM, NOT I**  
this is a part of **who we**  
**are** as a company and  
community

**considering everyone** and  
how your actions may affect  
them is a must





## SECTION 1 - BENEFITS

### 1-1. benefits overview

In addition to good working conditions and competitive pay, it is Annmarie Skin Care's policy to provide a combination of supplemental benefits to all eligible team members. In keeping with this goal, each benefit program has been carefully devised. The next few pages contain a brief outline of the benefits programs Annmarie Skin Care provides for you and your family. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for your general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon your request from the HR Manager. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this Team Manual.

Further, Annmarie Skin Care (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these team member benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If you have any questions regarding your benefits, please contact the HR Manager.

## 1-2. holidays

We will provide a comprehensive list of holidays that are ASC Approved Holidays, and allow you to decide which ones you would like to celebrate. You can choose 7 days (56 hours for full-time and 28 hours for part-time) of time off for celebrating your holidays, as long as they are on the ASC Approved Holidays list. These days off will be front-loaded to you at the beginning of each year, and they must be used in one calendar year as they will not roll over into the following year. You will see these in Rippling, listed as Team Member Chosen & ASC Approved Holidays, under the PTO app.

We understand a lot of the team may want to take the same days off as other team members. **A few initiatives have been implemented to assist with this:**

- Managers will meet with their direct reports at the beginning of every year to get a commitment on which holiday(s) they will be taking for the year.
- Reference the [ASC 2021 Team Member Chosen & ASC Approved](#)

**Holidays** Asana Board to mark off the holidays that you will be using as your holidays.

- Each holiday will be a separate task - Please add your name as a subtask if you will be taking this day off. This will enable team members to take days off together and can allow management to prepare teams that may have multiple team members out.
- After you add your name to the holiday you would like to take off, be sure to request this time off with your manager through Rippling (Team Member Chosen & ASC Approved Holidays) and include the actual holiday name in the description.

We hope that this allows more flexibility and freedom to choose the days you will celebrate.

If you have any questions about this, please reach out to HR. [See list here](#) of ASC Approved Holidays.

## 1-3. paid time off (pto)

We know how hard you work and recognize the importance of providing you with time for rest and relaxation. We fully encourage you to get this rest by taking your paid time off (PTO). Our Paid Time Off policy includes vacation, paid sick leave, and personal time off. Our PTO policy is compliant with California Paid Sick Leave laws.

### ELIGIBILITY

Newly Hired regular full-time team members and regular part-time team members are eligible to receive PTO benefit.

### ACCRUAL

#### Regular Full-Time Team Members

Regular Full Time Team Members begin accruing PTO on the first day of employment, however, they may start using their accrued PTO after 90 days of employment with the company.

Full Time Team Members may accrue up to 25 business days (5 weeks) of Paid Time Off each calendar year (January 1-December 31). Full-time Team Members can accumulate up to a cap of 1.5 times (thirty- seven and a half (37.5) days) of their maximum yearly PTO, at that point, accumulation stops until banked Paid Time Off is used.

For example, if a team member started accruing Paid Time Off on January 1, and had unused PTO days to roll over from the previous year, the PTO accumulation stops once a Team Member reaches a total of thirty-seven and a half (37.5) banked PTO days.

All Full Time Team Members accumulate 8.33 hours per pay period.

PTO Accrual Per Year (Days)	PTO Accrual Per Year (Hours)	Maximum Accrual (Days)	Maximum Accrual (Hours)	Accrual Rate Per Pay Period (In Hours)
25	200	37.5	300	8.33

#### Regular Part-Time Team Members

Newly hired regular Part Time Team Members begin accruing PTO on the first day of employment at a rate of 0.04807 hours for every hour worked. Regular Part time team members may start using their accrued PTO after 90 days of your employment with the company.

Part-Time Team Members will stop accruing Paid Time Off once 18.75 banked days are accrued.

At the end of each calendar year (December 31) accrued but unused Paid Time Off time is carried over to the following calendar year.

Maximum PTO Accrual (Days)	Maximum PTO Accrual (Hours)	PTO Accrual Rate Per Hour Worked
<b>18.75</b>	<b>150</b>	<b>0.04807</b>

**Please note:** Team Members on unpaid leave of absence do not accrue PTO.

#### **USAGE**

Team Members' use of paid time off may run concurrently with other leaves pursuant to local, state or federal laws.

Team Members can use accrued paid time off beginning on the 90th day of employment.

Paid sick leave can be used in minimum increments of one (1) hour.

#### **PTO may be used for the following reasons:**

- Vacation and any personal time off;
- For the Team Member or a family member to receive preventative care (such as annual physicals or flu shots);
- For the Team Member's or a family member's illness, injury, or for medical care, treatment, or diagnosis; or
- For the Team Member, who is a victim of domestic violence, sexual assault, or stalking:
  - To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
  - To help ensure the health, safety, or welfare of the victim or the victim's child;
  - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
  - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
  - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or

- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- For purposes related to donating the Team Member's bone marrow or an organ to another person, or to care for or assist a family member donating bone marrow or an organ; or
- Any other reason required by applicable law.

For purposes of this policy, family member includes any of the following: parent, child (including a biological child, a registered domestic partner's child, and a child of a person standing in loco parentis), spouse or registered domestic partner, grandparent, grandchild, or sibling, and applies not only to biological relationships, but also applies to those resulting from adoption, step-relationships and foster care relationships. Team Members who do not have a spouse or registered domestic partner may designate, in writing and in advance, one person for whom the Team Member may use paid sick leave when providing aid or care for the person consistent with policy as outlined above.

#### **SCHEDULING PTO**

If the need for PTO is foreseeable, Team Members must provide the Company with advanced notice. However, if the need for PTO is unforeseeable, Team Members should notify the Company as soon as possible.

For future medical appointments or elective surgery, whenever possible, please discuss the scheduling of the time off with your manager.

Barring unforeseen situations, all Team Members must get approval in advance from their manager for use of PTO days.

Scheduling of PTO for non-medical purposes should take business requirements into account when possible to minimize the impact on the Company and is subject to the approval of your manager. Please do not make any travel arrangements until your PTO request is approved by the company. You and your manager must discuss and mutually agreeable time to schedule time off.

Your PTO may not be more than ten (10) workdays in a row, unless approved by your manager.

- Please refer to the ASC Out Of Office Pre-Vacation Protocol for notifying the team of any vacation time 3 days or more.
- If you start the year and have no PTO accrued and would like to take time off, you may submit a request to front load PTO to be used. The approval may be granted based on no conflicting schedules determined by management.
- Please give at least one week notice if you plan to take PTO for longer than 3 days.
- Please give 24-hour notice if you plan to take PTO for less than 3 days.

Every effort will be made to grant the team member's Paid Time Off preference, consistent with our operating schedule. However, if too many people request the same period of time off, the Company reserves the right to choose who may take Paid Time Off during that period.

#### **OVERAGE**

If you go over the allotted PTO and need to take the time off, you may request approval. Any request for an exception to this policy must be brought by the Team Member to their manager, and the final decision will be made in conjunction with the HR Department.

Team Members will not be paid for any time in excess of accrued paid time off.

#### **PAYMENT**

Eligible Team Members will receive payment for PTO at the same wage as the Team Member normally earns during regular work hours, unless otherwise required by applicable law, by the next regular payroll period after the leave was taken.

Use of PTO is not considered hours worked for purposes of calculating overtime.

#### **ENFORCEMENT & RETALIATION**

Retaliation or discrimination against a Team Member, who requests PTO for medical purposes, is prohibited and Team Members may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the Team Member.

If Team Members have any questions regarding this policy, they should contact Human Resources.

#### **CARRYOVER AND PAYOUT**

Company encourages Team Members to use the PTO in the calendar year in which it is accrued. However, for the benefit of allowing Team Members more flexibility in the scheduling of PTO, Team Members can carry over unused PTO hours to the next year.

Accrued but unused PTO will be paid at separation of employment.

#### **1-4. volunteering**

You are allotted 24 hours throughout the year to be used towards a volunteering project of your choice. These volunteer hours may also be used towards activism. You will need to request the time off in Rippling as you typically would. Please provide an overview of the organization and the project you will be volunteering with (with links) in the "Volunteer Approval Board" in Asana, to be approved by the Team Development Manager.

#### **1-5. work life integration credit**

We keep hearing the term work life balance getting thrown around. But we don't want people to try and balance their work with their life. We want our team to find it easy to integrate—to love what they do and still be able to live their life 100%, and not have work interfere with their life. So we're offering a credit to make that happen! Instead of just allowing team members to be reimbursed for the gym or something specific, this is a wider ranging benefit that essentially will allow them to be reimbursed for anything that makes their life easier/healthier (up to \$50 per month.)

##### **These include:**

- Exercise/Yoga/etc.
- Handyman/Task Rabbit
- Uber/Lyft to and from work
- Delivery service
- Personal Assistant services like GetMagic or another
- Personal scheduling services
- Personal finance services/software
- Items related to our current quarterly wellness focus
- A donation to an organization

We didn't want to only reward team members who actively go to a gym or yoga class. We want to be inclusive and recognize that ease of life is a huge part of good wellbeing—and an amazing stress reliever!

This is a participation based program, not results oriented. Team members will need to submit receipts to Expensify at the end of every month to be approved by your manager.

## 1-6. workers' compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your Supervisor. Failure to follow Company procedures may affect your ability to receive Workers' Compensation benefits.

Any leave of absence due to a workplace injury runs concurrently with all other Company leaves of absence. Reinstatement from leave is guaranteed only if required by law. Team members who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this Team Manual for more information.

## 1-7. relocation policy

### RELOCATION POLICY

As a remote company, we are open to a discussion around relocation. Please notify your manager and Human Resources at least 1 month prior to committing to the move. You will need to review the relocation details before accepting the move.

We can not guarantee that this will be approved. Please note that with moving to a new state, there is a cost for the company to enroll in payroll taxes with that state. Please also consider the possibility of a cost of living increase, and a change in health benefits costs if you choose to move states. Annmarie Skin Care is not responsible for cost of living increases or your health benefits increase.

## 1-8. team member assistance program

Annmarie Skin Care provides a few options for team member assistance programs

- **If you have elected Anthem Blue Cross as your healthcare at ASC:** You have access to a confidential Employee Assistance Program (EAP). This includes up to three sessions of counseling with a licensed health care professional at no extra cost. Please call 855-871-5646 or visit [anthemEAP.com](http://anthemEAP.com), for more information.
- **If you have elected Kaiser:** Please visit Kaiser Thrive for more information
  - Here are some additional helpful links:
    - [Mental Health & Wellness](#)
    - [Wellness Resources](#)
- **If you are not on an elected healthcare plan and all other inquiries:** Please reach out to [hr@annmariegianni.com](mailto:hr@annmariegianni.com).

## 1-9. insurance programs

### HEALTH INSURANCE

We offer Kaiser Permanente HMO and Anthem PPO health insurance. View the Rippling platform login for plan details, pricing, and benefits. Brauer Insurance is our contact for health insurance. Please email them with any questions at [changes@brauerinsurance.com](mailto:changes@brauerinsurance.com).

### HSA

We contribute \$100 a month for this. Currently available for Kaiser and Anthem, based on the HSA plan you choose. View the Rippling platform login for more information.

### DENTAL INSURANCE

We cover 100% (with Delta Dental). View the Rippling platform login for more information.

### VISION INSURANCE. VSP

We cover 100%. View the Rippling platform login for more information.

### LIFE INSURANCE

We offer a Life Insurance \$50,000 policy (Guardian). View the Rippling platform login for more information.

## 1-10. annmarie skin care bonus plan

### ANNMARIE SKIN CARE

#### BONUS PLAN TERMS AND CONDITIONS

Subject to the terms and conditions set forth in these Bonus Plan Terms and Conditions (these "Terms and Conditions"), each employee of Annmarie Skin Care who meets the eligibility requirements set forth below (an "Eligible Employee") will be eligible to receive bonus compensation in addition to such Eligible Employee's salary as part of Annmarie Skin Care's profit-based bonus compensation plan (the "Plan"). The Plan is a profit-based bonus compensation plan which makes bonus payments to Eligible Employees twice annually as set forth herein.

**1. CALCULATION OF BONUS PAYMENTS.** Each Eligible Employee's bonus compensation shall be calculated as follows: The total amount of bonus compensation payable on an Bonus Payment Date (defined below) shall be an amount equal to 10% of the Company's net profits for the two complete calendar quarters preceding such Bonus Payment Date, which net profits shall be determined in a manner consistent with the Company's historical accounting practices (the "Bonus Pool"), which Bonus Pool will be allocated among all Eligible Employees in accordance with the following:

- **A.** Each Eligible Employee's annual salary as of the last day of the immediately preceding calendar year (the "Base Year") shall be multiplied by the applicable percentage set forth in Table A below based on the Eligible Employee's number of years of consecutive fulltime employment with the Company as of the last day of the Base Year, which amount shall be referred to as such Eligible Employee's "Base Amount."
- **B.** Each Eligible Employee's Base Amount will be divided by the aggregate Base Amounts of all of the Eligible Employees, which result shall be referred to as such Eligible Employee's "Bonus Percentage."
- **C.** The total amount of bonus compensation an Eligible Employee may be eligible to receive on any Bonus Payment Date shall be an amount equal to the Bonus Pool multiplied by the Eligible Employee's Bonus Percentage (the "Bonus Payment").

Table A: Number of Years of Continued Full-Time Employment with the Company*	Percentage of Salary
2 - 4 years	2%
More than 4 and up to 7 years	5%
More than 7 and up to 10 years	7%
More than 10 and up to 15 years	10%
More than 15 years	15%

\*Determined as of December 31 of the Base Year

**2. PAYMENT SCHEDULE.** The Company shall make Bonus Payments to all Eligible employees (each, a "Semi-Annual Bonus"), twice annually, with one Semi-Annual Bonus deemed earned and payable to Eligible Employees in September of the applicable fiscal year and calculated based on net profits for the first two calendar quarters of such fiscal year, and the other Semi-Annual Bonus deemed earned and payable in March of the following fiscal year and calculated based on net profits for the last two calendar quarters of the applicable fiscal year. The Company shall determine the exact date of each Bonus Payment in its sole discretion, provided that such date shall be during the month specified above, as applicable. (each, a "Bonus Payment Date").

**3. ELIGIBILITY REQUIREMENTS.** An employee shall only be deemed an "Eligible Employee" if the following are true as of each Bonus Payment Date:

- **A.** The employee has been employed by the Company on a continuous full-time basis for a minimum of 24 months as of the last day of the Base Year; and
- **B.** As of the applicable Bonus Payment Date, the employee has been employed by the Company on a continuous full-time basis since the last day of the Base Year.

For the avoidance of any doubt, no portion of the Bonus Payment shall be deemed to be earned under any circumstances until the applicable Bonus Payment Date, and any payment of bonus compensation under the Plan shall be subject to an employee meeting the requirements of an Eligible Employee as of the date of such payment. If an employee's employment is terminated for any reason prior between Bonus Payment Dates, then no portion of the balance of the Bonus Payment for the subsequent Bonus Payment Date shall be deemed earned or payable to such employee.

#### 4. MODIFICATIONS; COMPLIANCE WITH APPLICABLE LAW.

The Company shall have the right to modify the Plan to the extent necessary to comply with the requirements of any applicable state or federal law, including any rules and regulations thereunder. Upon the Company's reasonable request, Employee shall promptly take all actions, and deliver and execute any further documents or instruments necessary or reasonably desirable, in the view of the Company, to carry out the terms and intent of this Section 4.

**5. NO GUARANTEE OF CONTINUED EMPLOYMENT.** Nothing in these Terms and Conditions shall be deemed or construed to create any contract with, rights to, or guarantee of any employee's continued employment by the Company.

## 1-11. deferred benefits plan

### ANNMARIE SKIN CARE, INC. CASH BALANCE PENSION PLAN PLAN HIGHLIGHTS

**IMPORTANT:** This is a summary of the plan features. For full details, please refer to the Summary Plan Description.

#### ELIGIBILITY

##### Excluded Employees:

The following employees are excluded from the Plan:

- Employees covered by a collective bargaining agreement
- Leased employees
- Non-resident aliens

##### Eligibility Requirements:

Employees must meet the following criteria to be eligible:

- Age 21
- Complete 1 Year(s) of Eligibility Service, during which complete 1000 hours of service

#### Entry Dates:

On the first day of the first month and seventh month of the Plan Year coincident with or next following the time meeting the eligibility criteria specified above.

#### BENEFITS

##### Formula:

- Principal Credits: Participants will receive a credit of \$1,200.
- Interest Credit: Annualized interest rate of 5.00% at the end of each Interest Credit Period.

##### Service Requirements:

Completion of 1,000 hours of service during each Principal Credit Period.

##### Principal Credit Period:

The Principal Credit Period is each Plan Year.

#### VESTING

##### Vesting Schedule:

Hypothetical Account is subject to a 3 year cliff vesting schedule (100% per year after three years of vesting service).

#### DISTRIBUTIONS

##### Distribution Definitions:

- Normal Retirement Date: First day of the calendar month coincident or next following Normal Retirement Age.
- Normal Retirement Age: Age 62.

##### Retirement / Termination:

See the Summary Plan Description for information regarding these distribution options:

- Benefits may commence at Normal Retirement Date if Participant terminates on or before the Normal Retirement Date.
- If employed beyond the Normal Retirement Date, benefits will commence at termination of employment.
- Lump sum distribution are available for termination before Normal Retirement Age.

##### Disability/Death:

- Disability Benefit: None
- Death Benefit: The death benefit is equal to Insurance Proceeds less the Cash Surrender Value of the Cash Surrender Value of the Policies plus the lump sum Cash Balance Benefit Value. The Insurance Purchased shall be annual premiums equal to \$700. The death benefits payable shall be limited, if necessary, to remain within incidental benefit limits. The Incidental Reserve as defined in Section 9.06 of the Basic Plan Document shall be calculated using an interest rate of 5.00% and the Applicable Mortality Table and an assumed benefit paid in the form of a Joint Life & 100% Survivor Annuity.
- With spousal consent, death benefits can be payable to any alternate beneficiary the Participant designates. If no spouse, death benefits are payable to any beneficiary designated.

**Form of Payments:**

Normal Form of Benefit at Normal Retirement Date:

- Single Life Annuity; if married, Qualified Joint and 50% Survivor Annuity. Qualified Joint and 50% Survivor Annuity is the actuarial equivalent of the single life annuity.

Optional Forms of Benefit at Normal Retirement Date:

- Single Life Annuity
- Lump Sum Distribution of Hypothetical Account vested balance
- Joint and Survivor Annuity
- Single Life Annuity with 4.99% COLA

**Qualified Joint & Survivor Annuity (QJSA):**

If a Participant is married, the vested accrued benefit will be paid in the form of a Qualified Joint and Survivor Annuity. A "Qualified Joint and Survivor Annuity" is an annuity payable to the spouse during their life after the Participant's death, in an amount that will be 50% of the monthly retirement income paid during the Participant's life. If written consent from the spouse is obtained, the vested accrued benefit may be paid in an optional form other than a Qualified Joint and Survivor Annuity.

**IN-SERVICE DISTRIBUTIONS****In-Service:**

- Participants that have reached their Normal Retirement Date may elect to take a distribution from the Plan while still employed by the Company.
- Effective 01/01/2007, Participants who have attained 62 may elect to take a distribution from the Plan while still employed by the Company.

**CONTACT INFORMATION****Plan Administrator:**

Plan Administrator: Annmarie Skin Care, Inc.

Address: 64 Pond Brook Rd, Newtown, Connecticut 06470

Phone number: 202-241-4361

**NOTE:** These plan highlights are intended to be a very concise overview of plan features. For a detailed description of plan features, please review the Summary Plan Description or contact the Plan Administrator for more information. The plan features described in these plan highlights are subject to change and in the event of a discrepancy between the legal plan document and these highlights (or any other summary of plan features), the plan document shall control.

**ANNMARIE SKIN CARE, INC. RETIREMENT PLAN  
PLAN HIGHLIGHTS**

**IMPORTANT:** This is a summary of the plan features. For full details, please refer to the Summary Plan Description.

**ELIGIBILITY****Excluded Employees:**

You are excluded from the Plan if you are a member of any of the following classes of employees:

- Employees covered by a collective bargaining agreement, for purposes of Non-Elective Contributions.
- Any leased employee, for purposes of Non-Elective Contributions.
- Non-resident aliens, for purposes of Non-Elective Contributions.

**Non-Elective Contributions:**

You must meet the following criteria to become eligible to participate in the Plan:

- Attain age 21
- Employed for 1 year
- Worked more than 1,000 hours in the calendar year

Once these have been satisfied, an employee will enter the plan, unless they are a part of the excluded employee group specified above.

**Non-Elective Contributions:**

You will enter the Plan on the date you meet the eligibility criteria specified above.

**CONTRIBUTIONS****Non-Elective Contributions:**

The Employer may, in its sole discretion, make a Non-Elective Contribution on your behalf in an amount determined by the Employer. If made, this contribution will be allocated in a manner designated by the Employer and may differ among similarly situated eligible Participants.

These profit-sharing contributions are:

- Determined annually at the discretion of the company.
- Not guaranteed and subject to change from year to year.
- Allocated based on factors such as role, compensation, tenure, and other business considerations.

While the company is committed to supporting employees' financial well-being, the amount and allocation of any contributions will vary and are not based on a fixed formula.

## VESTING

### Non-Elective Contributions:

Your Non-Elective Contribution Account is subject to a 2-6 year graded vesting schedule (20% per year starting with two years of vesting service).

## INVESTING PLAN CONTRIBUTIONS

### Investments:

All plan assets are pooled for investment purposes. A plan fiduciary is responsible for selecting investments.

## DISTRIBUTIONS

### Distributions from the plan:

You may receive a distribution from your account under the following circumstances:

- Immediately after your employment terminates
- Death

## CONTACT INFORMATION

### Plan Administrator:

Annmarie Skin Care, Inc

Address: 64 Pond Brook Rd, Newtown, Connecticut 06470

Phone number: 202-241-4361

**NOTE:** These plan highlights are intended to be a very concise overview of plan features. For a detailed description of plan features, please review the Summary Plan Description or contact the Plan Administrator for more information. The plan features described in these plan highlights are subject to change and in the event of a discrepancy between the legal plan document and these highlights (or any other summary of plan features), the plan document shall control.



## 1-12. company perks



### PRODUCTS

We offer all our team members 70% off ASC products. Please reach out to our Team Development Manager for the discount code.



### TEAM RETREATS TWICE A YEAR — SUMMER & WINTER

Our goal is to be able to connect with our team at least twice a year as we have virtual team retreats. These retreats are two days each and are intended to allow you to get to know each other better and get some well needed and deserved R&R.



### OPPORTUNITY TO TRAVEL

We attend many events throughout the year for marketing, affiliate partnerships, vendor relations, or simply educational.



### BACKBAR SESSIONS

Team Trainings & Teach-ins. We like to create a lifestyle with our work and build on who we are as a company, together. So, we hold mandatory events where we bring in presenters to teach us about our industry and industry related topics and to conduct product-specific trainings.



### WE HEART

This monthly column allows us to not only build relationships with incredible companies, but to have all of you enjoy their products or benefits.



### REMOTE EMPLOYEE AT-HOME OFFICE STIPEND

After your 90-day trial, each new remote employee (within their first year) is allotted \$100 towards office-related items, to help make your workspace more comfortable. This expense can be reimbursed through Expensify with receipts attached. Some examples of approved items: monitor, mouse, keyboard, mousepad, adaptor, pens, plants etc.



### TEAM HAPPINESS

At ASC, our team members' happiness is of the utmost importance to us. We LOVE to celebrate birthdays and work anniversaries!

### BIRTHDAYS

We give each team member gifts based on their tenure at ASC. Please reach out to our Team Development Manager if you have any questions.

### ANNIVERSARIES

Each year, we celebrate your anniversary with a special gift to show our appreciation for your hard work. Please reach out to our Team Development Manager for more details.





## SECTION 2 – PREGNANCY AND PARENTAL LEAVE

### **2-1. California pregnancy disability leave**

All CA employees are eligible to receive this benefit. However, if you have been employed by the Company for at least two (2) years, please refer to the policy 2-3. "Pregnancy and Parental Leave" of this manual for additional benefit information.

If team members are disabled by pregnancy, childbirth or related medical conditions, they are eligible to take a pregnancy disability leave (PDL). If affected by pregnancy or a related medical condition, team members also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Team members disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for team members to take intermittent leave or work a reduced schedule, the Company may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the team member would normally work within the four calendar months (one-third of a year, or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. For a full time team member who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks. Team members working a part-time schedule will have their PDL calculated on a pro-rata basis.

The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL. To receive reasonable accommodation, obtain a transfer or take a PDL, team members must provide sufficient notice so the Company can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable. Team members are required to obtain a certification from their health care provider of the need for pregnancy disability leave or the medical advisability of an accommodation or for a transfer.

The certification is sufficient if it contains: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the team member needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the team member became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, Human Resources shall provide a medical certification form that the team member can take to their doctor.

As a condition of returning from pregnancy disability leave or transfer, the Company requires the team member to obtain a release from a health care provider stating that she is able to resume the original job duties with or without reasonable accommodation.

Note: Requiring a release to return to work is permitted only if the employer has a uniformly applied practice or policy of requiring such releases from other similarly situated team members returning to work after a non-pregnancy related disability leave or transfer.

PDL is unpaid. At the team member's option, they can use any accrued Paid Time Off time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. The substitution of any paid leave

will not extend the duration of the PDL. Team members who participate in the Company's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Benefit continuation under PDL is distinct from benefit continuation for team members who also take birth bonding leave under the California Family Rights Act (CFRA). Team members should make arrangements with Human Resources for payment of their share of the insurance premiums.

We encourage team members to contact the California Employment Development Department regarding eligibility for state disability insurance for the unpaid portion of the leave. [www.edd.ca.gov](http://www.edd.ca.gov)

If team members do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated their employment with the Company. Failure to notify the Company of their ability to return to work when it occurs, or continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with the Company, unless team members are entitled to Family and Medical Leave, or entitled to further leave pursuant to applicable law.

Upon return from a covered PDL, the team member, in most instances, will be reinstated to the same position.

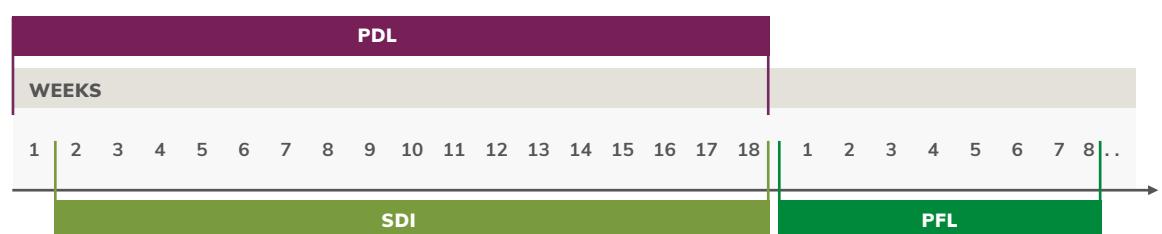
Taking a PDL may affect some benefits and the team member's seniority date. If the team member wants more information regarding eligibility for PDL and the impact of the leave on seniority and benefits, the team member should contact Human Resources.

Any request for leave after the disability has ended will be treated as a request for family care leave under the California Family Rights Act (CFRA). Team members who are not eligible for leave under the CFRA will have a request for additional leave treated as a request for disability accommodation. Once you have been released to work from your PDL, you may request time off to bond with a new child. For CA team members this time off will run concurrently with CFRA Leave (if a team member meets CFRA eligibility requirements), and a team member may apply for Paid Family Leave benefits through the state of CA. [www.edd.ca.gov](http://www.edd.ca.gov)

## 2-2. lactation breaks

The Company will provide a reasonable amount of break time for a team member who wishes to express breast milk for their infant child. If possible, the break time must run concurrently with rest and meal periods already provided to the team member.

The Company may not be able to provide additional break time if doing so would seriously disrupt operations. Please consult the HR Manager if you have questions regarding this policy.



## 2-3. pregnancy and parental leave

### PAID PARENTAL LEAVE & MATERNITY COMPENSATION

**If you've been a team member (Full-Time or Part-Time) for more than two (2) years:**

- Company will provide eighteen (18) weeks of Paid Maternity Leave and Compensation benefits to employees for pregnancy related disability, the birth of a child and baby bonding time. Pregnant team members may start their leave 4 weeks prior to labor.

**OR:**

- Company will provide fourteen (14) weeks of Paid Parental Leave for adoption, surrogate, foster care, or baby bonding time.

Please meet with a manager before your leave to determine a potential schedule so we're aware of how we need to cover for you while you're gone.

**If you've been a team member for less than 2 years:**

- You are entitled to 15 days of Maternity Leave (or Parental Leave – adoption, surrogate, foster care, or baby bonding time) and Compensation provided to you by Annmarie Skin Care.
  - If you reside in the state of CA please schedule a meeting with company HR for details and leave administration.

### AMOUNT, TIME FRAME AND DURATION

- If you have been a team member for over 2 years, you will receive a maximum of 18 weeks (for Maternity Leave), OR 14 weeks (For Parental Leave) of company provided compensation in a rolling 12- month period, regardless of whether more than one birth event occurs within that 12-month time frame. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the weekly total amount of paid parental leave granted for that event.
  - If you reside in the state of CA please schedule a meeting with company HR for details and leave administration.
- Any unused Parental Leave and Compensation benefit will be forfeited at the end of the twelve-month time frame.
- Upon termination of the individual's employment with the company, they will not be paid for any unused Maternity and/or Parental Leave and Supplemental Compensation for which they were eligible. Team Members may be required to reimburse the Company for any Compensation benefits provided under this policy if they:
  - Do not return to work from a leave of absence during which they received Compensation benefits, or
  - Voluntarily resign from employment within 120 days of the end of any leave during which they received Supplemental Compensation benefits.
- You will receive job protection throughout the allotted time of paid leave offered to you by Annmarie Skin Care.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the "Leaves of Absence" section of this Manual for more information.

## NON-CA TEAM MEMBERS

### For NON-CA Team Members:

- Eligible team members will receive payments from the Company such that the employee earns 100% of the employee's weekly salary in weeks the employee is eligible for and receives Maternity OR Parental Leave benefits provided by the company. This benefit will be paid on a semi-monthly basis on regularly scheduled pay dates.

## REQUESTING SUPPLEMENTAL COMPENSATION

### For All Eligible Team Members:

- To file a claim for supplemental compensation you are required to submit a Paid Parental Leave Form, to the HR Department. These forms can be obtained by contacting the HR Department. The HR Department will also provide additional information regarding the specifics of the process and the amount of payment.

Please contact [hr@annmariegianni.com](mailto:hr@annmariegianni.com) with any questions and for additional information.

## CA TEAM MEMBERS

- If you reside in the state of CA please schedule a meeting with company HR for details and leave administration.

## 2-4. paid family leave (pfl)

### ELIGIBILITY

Any team member who is off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, or registered domestic partner, with a serious health condition, or to bond with a new child, may be eligible to receive benefits through the California "Paid Family Leave" (PFL) program, which is administered by the Employment Development Department (EDD).

These benefits are financed solely through team member contributions to the PFL program. Paid Family Leave is not a leave of absence. That program is solely responsible for determining if a team member is eligible for such benefits. Generally there is a waiting period during which no PFL benefits are available. The EDD can provide additional information about any applicable waiting period.

If a team member needs to take time off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, or registered domestic partner with a serious health condition or to bond with a new child, the team member must advise the HR Manager and the team member will be given information about the EDD's PFL program and how to apply for benefits. Team members also may contact their local Employment Development Department Office for further information. The team member should maintain regular contact with the HR Manager during the time off work so we may monitor the team member's return-to-work status. In addition, the team member should contact the HR Manager when the team member is ready to return to work so we may determine what positions, if any, are open.

When a team member applies for PFL benefits, the HR Manager will determine if the team member has any accrued but unused Paid Time Off and personal days available. If the team member has accrued but unused time available, then the team member will be required to use up to two (2) weeks of such time before becoming eligible for PFL benefits.

### JOB REINSTATEMENT NOT GUARANTEED

Team members taking time off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, or domestic partner with a serious health condition or to bond with a new child are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or state family and medical leave laws, like CFRA in California.

Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave, if applicable. Please see the "Family and Medical Leave" policy in this Handbook for eligibility requirements, if applicable.







## SECTION 3 - ADDITIONAL LEAVE OF ABSENCE

### **3-1. military leave**

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask management for further information about your eligibility for Military Leave. If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

### **3-2. witness leave**

The Company encourages team members to appear in court for witness duty when subpoenaed to do so.

A team member subpoenaed or otherwise requested to testify as a witness by the Company will receive their regular base pay for the entire period of witness duty.

Team members will also be granted time off to appear in court as a witness when requested by a party other than the Company. For non-exempt team members, such time off is not compensated. In accordance with state and federal law, salaried exempt team members will receive their regular salary if they have worked any part of the applicable workweek.

A subpoena or other request to appear as a witness should be shown to the team member's Supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the team member's absence. Team members are expected to report for work whenever the court schedule permits.

### **3-3. voting leave**

In the event a team member does not have sufficient time outside of working hours to vote in a statewide election, the team member may take off sufficient working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. A team member will be allowed a maximum of two (2) hours of voting leave on Election Day without loss of pay.

Where possible, the Supervisor should be notified of the need for leave at least three (3) working days prior to the Election Day.

### **3-4. jury duty leave**

Annmarie Skin Care realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All team members will be allowed time off to perform such civic service as required by law. You are expected, however, to provide the Company with proper notice of your request to perform jury duty and with your verification of service. You also are expected to keep management informed of the expected length of your jury duty service and to report to work for the major portion of the day if you are excused by the court. If the required absence presents a serious conflict for management, you may be asked to try to postpone your jury duty. Team members on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt team members will be paid their full salary for any week in which they perform any work for the Company.

### **3-5. statutory short-term disability**

The State of California provides Statutory Short-Term Disability Insurance, and is deducted from your paycheck each pay period. This is solely a monetary benefit and not a leave of absence. Team members who will be out of work

must also request a formal leave of absence. See the Leave of Absence sections of this Team Manual for more information.

### **3-6. bone marrow donation leave**

A team member who has been employed for at least 90 days may request a leave of absence for up to five business days in any one-year period to undergo a medical procedure to donate bone marrow. Team members must provide a certification from their physician regarding the purpose and length of each leave requested. A team member must use any accrued Paid Time Off time, sick leave or paid time off for this leave, but the use of Paid Time Off accrual, sick leave or paid time off does not extend the term of this leave. If accrued Paid Time Off, sick leave or paid time off is not available, the time off for such procedure shall be paid, but the paid time off shall not exceed five days. Bone marrow donation leave will not be designated as CFRA leave time. Team members will receive health benefits for the duration of their Bone Marrow Donation Leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave.

### **3-7. organ donation leave**

A team member who has been employed for at least 90 days may request a leave of absence for up to 30 business days in any one-year period to undergo a medical procedure to donate an organ. Team members must provide a certification from their physician regarding the purpose and length of each leave requested. A team member must use up to two weeks of accrued Paid Time Off, sick leave or paid time off for this leave, but the use of Paid Time Off accrual, sick leave or paid time off does not extend the term of the leave. If accrued Paid Time Off, sick leave or paid time off is not available, the time off for such procedure shall be paid however the paid time off shall not exceed 30 days. Organ donation leave will not be designated as CFRA leave time. Team members will receive health benefits for the duration of their organ donation leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave.

### **3-8. civil air patrol leave**

A team member who has been employed 90 days or more is permitted to request up to 10 calendar days of unpaid leave per year to respond to an

emergency operational mission of the California Wing of the Civil Air Patrol. Such leave is limited to three days for each emergency operational mission, unless the government entity that authorized the mission extends it and the Company approves the additional time off. Upon expiration of the leave, a team member will generally be reinstated to their position with equivalent seniority, benefits, pay and other terms and conditions of employment.

Team members requesting time off must notify their direct Supervisor as soon as possible after learning the intended dates upon which such leave will begin and end. Approval of any leave request is conditioned upon certification from the proper Civil Air Patrol Authority of the team member's eligibility to take such leave. Failure to provide the required certification will result in denial of leave.

Team members may, but are not required to, elect to substitute any accrued unused Paid Time Off days, paid time off, or paid personal days for otherwise unpaid Civil Air Patrol Leave.

### **3-9. time off for crime victims**

Team members who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Team members also may take time off if an immediate family member has been a victim of such crimes and the team member needs to attend judicial proceedings related to the crime. "Immediate family member" is defined as spouse, registered domestic partner, child, child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

Team members must give their supervisor a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to the Company of the need for time off is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the team member must provide the Company with documentation evidencing the judicial proceeding within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.

Team members may elect to use accrued Paid Time Off time, paid sick leave time, or other paid time off for the absence. If the team member does not elect to use paid time off, the absence will be unpaid. However, salaried exempt team members will be paid their full salary for any workweek interrupted by the need for time off under this policy.

### **3-10. california family rights leave (cfra)**

Employees may be entitled to a leave of absence under the California Family Rights Act (CFRA). This policy is intended to provide employees with information concerning CFRA entitlements and obligations they may have during such leaves. If employees have any questions concerning CFRA leave, they should contact [hr@annmariegianni.com](mailto:hr@annmariegianni.com)

#### **I. ELIGIBILITY**

The CFRA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. **To be an "eligible employee," the employee must:**

- have been employed by Company for at least 12 months (which need not be consecutive);
- have worked for at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave.

#### **II. ENTITLEMENTS FOR CFRA LEAVE**

##### **A. Basic CFRA Leave Entitlement**

The CFRA provides eligible employees up to 12 work weeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined by a rolling 12-month period measured backward from the start date of the CFRA leave. **Leave may be taken for any one, or for a combination, of the following reasons:**

- bonding and/or caring for a newborn child;
- for placement with the employee of a child for adoption or foster care and to care for the newly placed child;
- to care for the employee's spouse, registered domestic partner, child, parent (but not in-law), grandparent, grandchild or sibling with a serious health condition;
- for the employee's own serious health condition (excluding pregnancy-related disability) that makes the employee unable to perform one or more of the essential functions of their job; and/or

- because of any qualifying exigency arising out of the fact that the employee's spouse, registered domestic partner, son, daughter or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty status) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country.

Leave to care for one's child after birth or placement for adoption or foster care must be taken within one (1) year of the child's birth or placement.

Under the CFRA, a serious health condition is an illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, any subsequent treatment in connection with such inpatient care or any period of incapacity; or continuing treatment by a health care provider, including but not limited to treatment for substance abuse. The CFRA defines "inpatient care" broadly and includes a stay in a hospital, hospice or residential health care facility, any subsequent treatment in connection with inpatient care or any period of incapacity. A person will be considered an "inpatient" when formally admitted to a health care facility with the expectation that they will remain at least overnight and occupy a bed, even if ultimately discharged or transferred to another facility and do not actually remain overnight. The CFRA defines "incapacity" as the inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires.

Under the CFRA, subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

A leave of absence in connection with a workers' compensation injury/illness or for which the employee receives disability or State of California Paid Family

Leave benefits generally will be considered a leave for serious health conditions and will run concurrently with CFRA leave.

#### **B. Intermittent Leave and Reduced Leave Schedules**

CFRA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take CFRA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member. Intermittent or reduced work schedule leave may be taken for absences where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if they do not receive treatment by a health care provider. Intermittent or reduced work schedule leave also may be taken for any qualifying exigency.

Employees also are eligible for intermittent leave for bonding with a child following birth or placement. Intermittent leave for bonding purposes generally must be taken in two- (2) week increments, but the Company permits two (2) occasions where the leave may be for less than two (2) weeks.

#### **C. Health Insurance Benefits**

During CFRA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued work.

#### **D. No Work While on Leave**

The taking of another job while on CFRA leave or any other authorized leave of absence is prohibited except as authorized by the Company and/or if permitted by applicable law.

#### **E. Restoration of Employment and Benefits**

At the end of CFRA leave, employees generally have a right to return to the same or comparable position they held before the CFRA leave. Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's CFRA leave.

#### **F. Notice of Eligibility for, and Designation of, CFRA Leave**

Employees requesting CFRA leave are entitled to receive written notice from the Company telling them whether they are eligible for CFRA leave and, if not eligible, the reasons why they are not eligible. When eligible for CFRA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as CFRA-qualifying or non-qualifying, if not CFRA-qualifying, the

reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company will respond to a leave request within five (5) business days. Once given, approval shall be deemed retroactive to the date of the first day of the leave. The Company may designate CFRA leave retroactively with appropriate notice provided that doing so does not cause harm or injury to the employee. In other cases, the Company and employee can mutually agree that leave is retroactively designated as CFRA leave.

### **III. EMPLOYEE OBLIGATIONS FOR CFRA LEAVES**

#### **A. Provide Notice of the Need for Leave**

Employees who take CFRA leave must timely (we ask you to provide us at least 30 days notice if possible) notify the Company of their need for CFRA leave. The following describes the content and timing of such notices.

##### **Content of Notice**

To trigger CFRA leave protections, employees must inform the Head of Human Resources of the need for CFRA-qualifying leave and the anticipated timing and duration of the leave, if known. This may be accomplished by either requesting CFRA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is CFRA-qualifying. **For example, employees might explain that:**

- a medical condition renders them unable to perform the functions of their job;
- They are taking time to bond and/or care for a newborn child;
- They need to take time for placement with the employee of a child for adoption or foster care and to care for the newly placed child;
- they or a covered family member have been hospitalized overnight;
- they or a covered family member are under the continuing care of a healthcare provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities.

Calling in sick, without providing the reasons for the needed leave, will not be considered sufficient notice for CFRA leave under this policy. Employees must respond to the Company's lawful questions to determine if absences are potentially CFRA-qualifying.

If employees fail to explain the reasons for CFRA leave, the leave may be denied. When employees seek leave due to CFRA-qualifying reasons for which the Company has previously provided CFRA protected leave, they must specifically reference the qualifying reason for the leave or the need for CFRA leave.

#### **B. Cooperating in the Scheduling of Leave**

When planning medical treatment for themselves or their family members or requesting to take leave on an intermittent or reduced schedule work basis, employees must consult with the Company and make a reasonable effort to schedule treatment to minimize disruption of Company operations. Employees must consult with the Company prior to the scheduling of treatment in order to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the applicable health care provider. To the extent permitted by applicable law, when employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including a period of recovery from a serious health condition, the Company may temporarily transfer employees to alternative positions with equivalent pay and benefits for which they are qualified and which better accommodate recurring periods of leave.

#### **C. Submit Initial Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of CFRA leave sought, employees may be required to submit medical certifications supporting their need for CFRA-qualifying leave. As described below, there generally are three types of CFRA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide CFRA medical certifications, employees must provide the requested certifications within (15) calendar days after the request, unless it is not practicable to do so despite diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to address deficiencies. The Company will delay or deny CFRA leave to those who fail to address deficiencies or otherwise fail to submit requested medical certifications in a timely manner.

The Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate a medical certification.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient CFRA medical certifications.

### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered family member's serious health condition must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins.

If the Company has reason to doubt the validity of an initial medical certification regarding the employee's own serious health condition, it may require the employee to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final, and binding certification from a health care provider designated or approved jointly by the Company and the employee. The Company will reimburse employees for any reasonable out-of-pocket travel expenses incurred to obtain second or third medical opinions.

### **2. Medical Recertifications**

Depending on the circumstances and duration of CFRA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give them at least 15 calendar days to provide medical recertification. Recertification will be requested only when the original certification has expired and additional leave is requested.

### **3. Return to Work Release**

Unless notified that providing such certifications is not necessary, employees returning to work from CFRA leaves that were taken because of their own serious health conditions must provide a release to return to work from their healthcare provider stating they are able to resume work. Employees taking intermittent leave may be required to provide a return-to-work release for such absences up to once every 30 days if reasonable

safety concerns exist regarding their ability to perform their duties. The Company may delay and/or deny job restoration until employees provide return-to-work releases.

### **D. Submit Certifications Supporting Need for Military Family Leave**

**Upon request, the first time employees seeks leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require them to provide:**

- a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service; and
- a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested.

Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

### **E. Reporting Changes to Anticipated Return Date**

If the employee's anticipated return to work date changes and it becomes necessary for them to take more or less leave than originally anticipated, they must provide the Company with reasonable notice (i.e., within two (2) business days) of the changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease.

### **F. Substitute Paid Leave for Unpaid CFRA Leave**

**Employees are required to substitute accrued paid time while taking an unpaid CFRA leave as follows:**

- if employee requests CFRA leave because of their own serious health condition (excluding absences for which they are receiving workers' compensation or short-term disability benefits), they must first substitute any accrued paid vacation, sick or other paid time off for unpaid family/medical leave.
- if employee requests CFRA leave to care for a covered family member with a serious health condition, they must first substitute any accrued

paid vacation or other paid time off for unpaid family/medical leave. Once vacation or paid time off is exhausted, upon their written request, they can substitute paid sick leave for unpaid CFRA leave to care for a covered family member with a serious health condition.

- if employee requests CFRA leave to bond with a newborn or newly placed child, they must first substitute any accrued paid vacation or other time off for unpaid family/medical leave.

For purposes of this substitution requirement, leave is not unpaid during any time for which employees receive compensation from the State of California under its State Disability Insurance or Paid Family Leave programs or when receiving compensation from worker's compensation. Employees will not be required to use accrued paid leave hours during any time off under this policy for which they are receiving compensation under these programs. However, where applicable and permitted by law, employees will be required to use paid leave accruals during any waiting periods applicable to these programs and upon written request, the Company will allow employees to use accrued paid time off to supplement any paid workers' compensation, disability or Paid Family Leave benefits.

The substitution of paid time off for unpaid family/medical leave time does not extend the length of any CFRA leave and the paid time off runs concurrently with any CFRA entitlement.

#### **G. Pay Employees' Share of Health Insurance Premiums**

As noted above, during CFRA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. If paid leave is substituted for unpaid family/medical leave, the Company will deduct employees' shares of the health plan premium as a regular payroll deduction. If CFRA leave is unpaid, employees must pay their portion of the premium through a "pay-as-you-go" method. The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the premium payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

If employees do not return to work for at least 30 calendar days after the end of the leave period (unless they cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid CFRA leave.

#### **IV. COORDINATION OF CFRA LEAVE WITH OTHER LEAVE POLICIES**

The CFRA does not affect any federal, state or local law prohibiting discrimination, or supersede any federal, State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when CFRA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact the Head of Human Resources.

#### **V. QUESTIONS AND/OR COMPLAINTS ABOUT CFRA LEAVE**

If employees have questions regarding this policy, they should contact [hr@annmariegianni.com](mailto:hr@annmariegianni.com). The Company is committed to complying with the CFRA and will interpret and apply this policy in a manner consistent with the CFRA.





## SECTION 4 – GENERAL STANDARDS OF CONDUCT

### 4-1. workplace conduct

Annmarie Skin Care endeavors to maintain a positive work environment. Each team member plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow.

Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. **The following are examples of some, but not all, conduct which can be considered unacceptable:**

- Obtaining employment on the basis of false or misleading information.
- Stealing, removing or defacing Annmarie Skin Care property or a co-worker's property, and/or disclosure of confidential business information.
- Completing another team member's time records.
- Violation of safety rules and policies.
- Fighting, threatening or disrupting the work of others or other violations of Annmarie Skin Care's Workplace Violence Policy.
- Failure to follow lawful instructions of a Supervisor.
- Failure to perform assigned job duties.
- Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
- Gambling on Company property.
- Willful or careless destruction or damage to Company assets or to the equipment or possessions of another team member.
- Wasting work materials.
- Performing work of a personal nature during working time.
- Violation of the Solicitation and Distribution Policy.
- Violation of Annmarie Skin Care's Harassment or Equal Employment Opportunity Policies.

- Violation of the Communication and Computer Systems Policy.
- Disruptions during working time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.
- Unsatisfactory job performance.
- The unlawful or unauthorized use, abuse, solicitation, distribution, theft, possession, transfer, purchase, or sale of drugs, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), or while representing the Company, reporting to work or remaining on duty after using drugs or alcohol in any amount that adversely affects the team member's ability to perform the functions of the job. Please refer to your Company's specific policy (if any) for additional information.
- Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all team members are employed at-will, and Annmarie Skin Care reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this Team Manual should be construed as a promise of specific treatment in a given situation. However, Annmarie Skin Care will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate a team member at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

## 4-2. punctuality and attendance

You were hired to perform an important function at Annmarie Skin Care. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow team members and your Supervisors. We expect excellent attendance from each of you. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your Supervisor as early as possible, but no later than the start of your work day. Asking another team member, friend or

relative to give this notice is improper and constitutes grounds for disciplinary action. Please call, stating the nature of your illness and its expected duration, every day that you are absent.

Unreported absences of three consecutive work days generally will be considered a voluntary resignation of your employment with the Company.

## 4-3. use of communication and computer systems

Annmarie Skin Care's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Annmarie Skin Care systems.

Annmarie Skin Care may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during a team member's absence.

Further, Annmarie Skin Care may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review team members' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during a team member's absence.

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

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all team members, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

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

Violators of this policy may be subject to disciplinary action, up to and including discharge.

## 4-4. internal cyber and IT security procedures

### ONLINE ENVIRONMENT

#### All computer data must be encrypted.

- New computers must be encrypted when received. FileVault for IOS.
- Encryption passwords are stored securely on LastPass and can only be accessed by managers.
- Team members can only get into their own computers.

#### LastPass Enterprise is now used to manage all passwords.

- Passwords are not visible to team members unless necessary.
- To share a password with a vendor this process is now employed.
- Verbal confirmation that the person requested username and password.
- Username is shared by phone call, or separate communication. · Password is passed on by encrypted, self-destructing
- Privnote.com.
- Only the password is sent by Privnote.com, so there is
- No context as to what it's associated with. Please do not store any passwords through Google Chrome.

- No passwords are the same.
- Passwords, when able, are 20+ characters, letters, numbers and symbols.
- LastPass can be something you remember as long as it has a 100% security rating from that password.
- All users are setup with multi-factor authentication, when applicable. Passwords are shared internally through LastPass in shared folders.

#### Scan all computers for malware every 4-6 months.

- Have other vendors do the same including anyone with financial data bookkeeper, accountant, etc.

#### Bill Pay / Wire Transfers / ACH

- Online bill pay service should have MultiFactor Authentication for login.
- Use token keys for initiating wires / ACH.
- Institute a two person check on all payments sent from wires and ACH, but also including bill pay (if you use Bill.com or comparable service.)

Confirmed none of our team members or bookkeeper team members who have access to bank information have previous criminal records.

Set up OpenDNS, which will protect team members on our network from accessing known phishing sites, sites containing malware and other threats online.

#### If you use email accounts through Google Apps.

- All users should be setup with 2-step, multifactor authentication.

#### Point of Sale / Events

- Any Point of Sale phones or tablets should not have any apps beside the POS apps you're using.
- Ensure you're on a secure network. Cell network is best.

## 4-5. use of social media

Annmarie Skin Care respects the right of any team member to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. **However, to protect Company interests and ensure team members focus on their job duties, team members must adhere to the following rules:**

- Team members may not post on a blog or web page or participate on a social networking, Twitter or similar site during working time or at any time with Company equipment or property.

- All rules regarding confidential and proprietary business information apply in full to blogs, web pages, social networking, Twitter and similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page, social networking, Twitter or similar site.
- Whether a team member is posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the team member mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.
- Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or threatening is forbidden. Company policies apply equally to team member social media usage. Team members should review their Team member Handbook for further guidance.

Annmarie Skin Care encourages all team members to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Team members must use their best judgment. Team members with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including termination.

## 4-6. confidential company information

During the course of work, a team member may become aware of confidential information about Annmarie Skin Care's business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers and potential customers. A team member also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any team member who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be

subject to disciplinary action up to and including termination. Team members may be required to sign an agreement reiterating these obligations.

## 4-7. conflict of interest and business ethics

It is Annmarie Skin Care's policy that all team members avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's formulas are kept private, and not replicated.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. **However, the situations that would constitute a conflict in most cases include but are not limited to:**

- Replicating the Company's formulas for your own personal interests/ businesses.
- Sharing formulas or proprietary information with another organization in the same field of selling skin care.

This policy is not intended to prohibit employees from being involved in their own activities. But it IS to protect the privacy of what we do at Annmarie Skin Care.

The Supervisor can answer any questions about a team member's responsibility for maintenance and care of equipment used on the job.

Team members also are prohibited from removing any product or equipment from the premises.

## 4-8. use of facilities, equipment and property, including intellectual property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, team members are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, procedures and guidelines.

Please notify your Supervisor if any product, equipment, machines, or tools appear to be damaged, defective, or in need of repair or replacement. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to team members or others.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment or removing anything including bulk product or retail product from the premises can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to team members' personal belongings unless the team member's Supervisor provided advance approval for the team member to bring and use the personal property to and at work.

Team members also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

## **4-9. health and safety**

The health and safety of team members and others on Company property are of critical concern to Annmarie Skin Care. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon team members to ensure that work areas are kept safe and free of hazardous conditions. Team members are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All team members should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the team member's Supervisor as soon as possible, regardless of the severity of the injury or accident.

## **4-10. business expense reimbursement**

Team members will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by your Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to your Supervisor along with the receipts in a timely manner.

Team members are expected to exercise restraint and good judgment when incurring expenses. You should contact your Supervisor in advance if you have any questions about whether an expense will be reimbursed.

## **4-11. if you must leave us**

Should you decide to leave the Company, we ask that you provide your Supervisor with at least two (2) weeks advance notice of your departure. Your thoughtfulness will be appreciated.

All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc. must be returned at separation. Team members also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, team members will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property.

As noted previously, all team members are employed at-will and nothing in this Team Manual changes that status.

## **4-12. exit interview**

Team members who resign are requested to participate in an exit interview with the HR Manager, if possible.

## **4-13. the happiness conversation**

We've created this to have a conscious transition plan between positions or employment. Please go to your manager to have this conversation if you feel comfortable. You can also reach out to HR if you'd like to have a preliminary conversation.

## **WHAT DOES THIS MEAN EXACTLY?**

One of two options...

### **Option A**

We want to work with you to make you happy here at ASC.

### **Option B**

We want to help you to leave and find somewhere where you would be much happier, with a mindful transition.

- 30-90 days of a transitional period
- Support with working on a resume
- References for you finding a new place of employment
- Flexibility for taking time off for interviews with new potential employers

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## **SECTION 5**

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## SECTION 5 - OPERATIONAL POLICIES

### 5-1. team member classifications

For purposes of this Team Manual, all team members fall within one of the classifications below.

**Regular Full-Time Team members** - Team members who are hired on a long-term basis and regularly work at least 40 hours per week who were not hired on a short-term basis.

**Regular Part-Time Team members** - Team members who are hired on a long-term basis and regularly work fewer than 40 hours per week who were not hired on a short-term basis.

**Short-Term and/or Seasonal Team members** - Team members who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Team members generally are not eligible for Company benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, team members are categorized as either **“exempt”** or **“non-exempt”** for purposes of federal and state wage and hour laws. Team members classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. You will be informed of your classifications upon hire and informed of any subsequent changes to your classifications.

#### NONEXEMPT EMPLOYEES

Nonexempt employees are employees whose job positions do not meet the Fair Labor Standards Act (“FLSA”) or applicable California exemption tests and who are not exempt from minimum wage and overtime pay requirements.

Nonexempt employees are eligible to receive overtime pay for hours worked in excess of eight (8) hours in any workday and forty (40) hours in any workweek.

### **EXEMPT EMPLOYEES**

Exempt employees are employees whose job assignments meet specific tests established by the FLSA and California wage and hour laws and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis.

Employees will be informed whether their status is exempt or nonexempt upon hire and informed of any subsequent changes to their classifications.

Employees should consult their supervisor or Human Resources with any questions or concerns regarding their status.

## **5-2. introductory period**

The first three months of your employment is an introductory period. This is an opportunity for the Company to evaluate your performance. It also is an opportunity for you to decide whether you are happy being employed by the Company. The Company may extend the introductory period if it desires. Completion of the introductory period does not alter a team member's at-will status and is not a guarantee of merit increase.

Annmarie Skin Care will conduct a formal performance review at the end of the introductory period.

## **5-3. your employment records**

In order to obtain your position, you provided us with personal information, such as your address and telephone number. This information is contained in your personnel file. Please keep your personnel file up to date by informing the HR Manager of any changes. Also, please inform the HR Manager of any specialized training or skills you may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.

## **5-4. working hours and schedule**

Annmarie Skin Care is open for business from 9:00 a.m. to 5:00 p.m., Monday through Friday. Team members will be assigned a work schedule based on operational needs and may include Saturday and/or Sunday. Your work schedule may fluctuate based on company needs and will be assigned

accordingly. Once you have been assigned a work schedule you will be expected to begin and end work according to that schedule. Any overtime required requires prior approval from a manager/Supervisor.

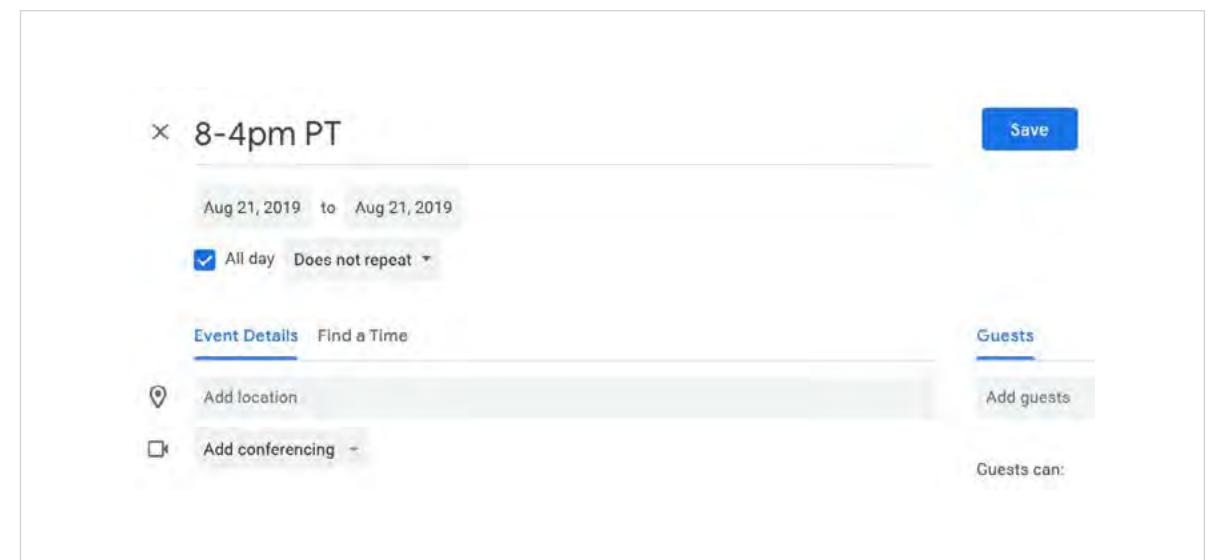
### **PEAK TIMES**

At ASC, we want to honor your peak times so that everyone is working at the time when they are the most efficient. If you have a peak time of day when you are in "the zone", you can block off that time in your calendar. Please keep in mind that there will always be a need to be flexible and not everyone will be able to honor your peak time all of the time.

### **WORKING HOURS AND LUNCH BREAKS**

Please add your working hours and break hours to your google calendar. For your "working hours", please add this as an all day event to your google calendar. Make sure to specify time zone as well. Please select "Every weekday (Monday to Friday)" instead of "Does not repeat" (see image below) if your schedule is always consistent and then modify as needed. This is especially key for remote team members. As we become more of a remote team, all team members must be overly communicative about their work schedule and when they are on breaks.

If you are part of a larger team, please add this as well to your department's designated slack channel and communicate when you are stepping out on breaks in that channel. For example:



Additionally, if you are taking a lunch break or any other needed break, please add this in to your calendar and update your team's slack channel, if applicable. For example:



### REST BREAKS

Annmarie Skin Care provides you with a 15 minute rest break every two hours of work.

According to CA law non-exempt team members who work three-and-one-half (3-1/2) or more hours per day are provided one 10-minute rest break for every four (4) hours or major fraction thereof worked. For purposes of this policy, "major fraction" means any time greater than two (2) hours. For example, if you work more than six (6) hours, but no more than 10 hours in a workday, you are provided and should take two 10-minute rest breaks: one during the first half of your shift and a second rest break during the second half of your shift. If you work more than 10 hours but no more than 14 hours in a day, you are provided, and should take, three 10-minute rest breaks, and so on.

Rest breaks should be taken as close to the middle of each work period as is practical. Team members do not need to obtain their Supervisor's approval or notify their Supervisor when taking a rest break.

Team members are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Non-exempt team members are paid for all rest break periods. Accordingly, you do not need to clock out when taking a rest break.

### MEAL PERIODS

Annmarie Skin Care provides you with a paid 60 minutes meal period if you work 8 hours in a workday.

According to CA Law if you work more than 5 hours in a workday, you are provided an unpaid, off-duty meal period of at least 30 minutes. If six (6) hours of work will complete the day's work, you may voluntarily waive your meal period in writing. See the HR Manager if you would like to sign and submit a form that waives your right to meal period if you work no more than six (6) hours in a day. Team members who work more than 10 hours in a day are entitled to a second paid off-duty 30 minute meal period. If a team member works no more than 12 hours, the team member can waive their second meal period, but only if the first one was not waived in any manner. Any waiver of the second meal period must be in writing and submitted before the second meal period. See the HR Manager if you would like to sign and submit a form that waives your right to a second meal period, as explained above. If you work more than 12 hours you may not waive and should take your second paid, off-duty 30 minute meal period.

Review Rippling and what your states requirements are in regards to time tracking.

You are responsible for scheduling your own meal period, but it should begin no later than the end of your fifth (5th) hour of work. For example, a team member who begins working at 8:00 a.m. must begin their meal period no later than 1:00 p.m. When scheduling your meal period, you should try to anticipate your workflow and deadlines. Team members are encouraged to and should take their meal periods; they are not expected to work during their meal periods.

During your meal period, you are relieved of all duty and you should not work during this time. When taking your meal period, you should be completely off work for at least 30 minutes. Team members are prohibited from working "off the clock" during their meal period. Those team members who use a time clock must clock out for their meal periods. These team members are expected to clock back in and then promptly return to work at the end of any meal period. Those team members who record their time manually must accurately record their meal periods by recording the beginning and end of each work period.

Unless otherwise directed by your Supervisor in writing, you do not need to obtain your Supervisor's approval or notify your Supervisor when you take your meal period.

Please make sure your lunch breaks are reflected in your timesheets.

\*We reserve the right to modify/change this policy at our discretion.

### **GENERAL REQUIREMENTS FOR REST PERIODS AND MEAL BREAKS**

All rest breaks and meal periods must be taken outside your work area. You should not visit or socialize with team members who are working while you are taking your rest break or meal period. You may leave the premises during your meal periods.

Team members are required to immediately notify their Supervisor, manager, or the HR Manager if they believe they are being pressured or coerced by any manager, Supervisor, or other team member to not take any portion of a provided rest break or meal period.

## **5-5. timekeeping procedures**

Team members must record their actual time worked for payroll and benefit purposes. Non-exempt team members must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the team member to discipline, up to and including discharge.

Exempt team members are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt team members may not start work until their scheduled starting time.

It is your responsibility to sign your time record to certify the accuracy of all time recorded. Any errors in your time record should be reported immediately to your Supervisor, who will attempt to correct legitimate errors.

## **5-6. overtime**

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Your Supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide you with adequate advance notice in such situations.

### **CA EMPLOYEES**

Non-exempt team members generally will be paid overtime at the rate of time and one-half (1.5) times their normal hourly wage for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, or for the first eight (8) hours on the seventh day in the same workweek.

Non-exempt team members generally will be paid double-time for hours worked in excess of twelve (12) on any workday or in excess of eight (8) on the seventh day of the workweek.

#### **One and a half (1.5x) their regular rate:**

- Any hours worked over 8 hours in a work day. Any hours worked over 40 hours in a workweek
- The first 8 hours worked for any reason on the 7th consecutive workday in a workweek

#### **Twice (2x) their usual rate:**

- Any hours worked over 12 hours in a day
- Any hours worked over eight on the 7th consecutive workday in a workweek

**Please note:** Hours paid but NOT worked (holiday pay, vacation, sick leave) are not considered hours worked and will not be considered in overtime calculation.

For purposes of calculating overtime for non-exempt team members, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

### **NON CA TEAM MEMBERS**

Non-exempt team members generally will be paid overtime at the rate of time and one-half (1.5) times their normal hourly wage for all hours worked in excess of forty (40) hours in one week.

In order to work overtime, you must receive approval in writing by Rachel Pachivas.

### **5-7. pay regulations for exempt team members**

It is our policy and practice to accurately compensate team members and to do so in compliance with all applicable state and federal laws.

To ensure that you are paid properly and that no improper deductions are made, you must review your pay stubs promptly to identify and report all errors.

If you are classified as an exempt salaried team member, you will receive a salary which is intended to compensate you for all hours you may work for the Company. This salary will be established at the time of hire or when you become classified as an exempt team member. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. **For example, unless state law requires otherwise, your salary can be reduced for the following reasons:**

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability.
- Full-week disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full- or partial-day absences).
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

- Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.
- In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:
  - Partial day absences for personal reasons, sickness or disability.
  - Your absence on a day because your employer has decided to close a facility on a scheduled work day.
  - Absences for jury duty, attendance as a witness, or military leave
  - in any week in which you have performed any work (subject to any offsets as set forth above).
  - Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to your accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your Supervisor. If the Supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact the HR Manager or any other Supervisor in the Company with whom you feel comfortable.

### **5-8. your paycheck**

You will be paid twice a month. Each paycheck (the 15th and last day of the month) will pay you for the time you have worked during the past pay period.

Your payroll stub itemizes deductions made from your gross earnings.

By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Your payroll stub will also differentiate between regular pay received and overtime pay received.

If you believe there is an error in your pay, bring the matter to the attention of the HR Manager immediately so the Company can resolve the matter quickly and amicably.

Your paycheck will be given only to you, unless you request that it be mailed, or authorize in writing another person to accept your check for you.

**Team members can also access pay information in Rippling:**

<https://app.rippling.com/login>, under the "Payroll" application on your dashboard or by downloading the Rippling App.

## **5-9. direct deposit**

Annmarie Skin Care strongly encourages team members to use direct deposit. Authorization forms are available from the HR Manager.

## **5-10. performance reviews**

**A team's mission could not be achieved without a competent, motivated, happy and thriving work team (you!).** Don't worry, performance evaluations and reviews are nothing to stress over. As a growing team, we like to meet with each team member every quarter to review the previous and upcoming quarterly goals and every year for a more in depth review.

This is a safe space for all of us to honestly and openly share how you're doing, as well as how we can help you thrive. It's a chance to get and give positive input and constructive criticism. We want to make sure that your voice is heard as well for you to understand that we expect certain things.

### **WHAT SHOULD YOU EXPECT?**

For each review, you will complete a self-assessment form, while we complete a copy of it separately. These are both then reviewed together. While it is understood that our form is the official evaluation document, revisions to it can be made during the review.

We will schedule this at least a week in advance to give you time to complete your self assessment.

Then, we will discuss all topics on the form, including time for you to review us and ask any questions you need answered. Together, we will make a plan of action and set goals for the future!

**We reserve the right to hold additional reviews** that may act as warnings if expectations or job descriptions are not being met. We do not require a certain number of warnings before further disciplinary action.

## **5-11. record retention**

The Company acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of team members to follow this policy can result in possible civil and criminal sanctions against the Company and its team members and possible disciplinary action against responsible individuals (up to and including termination of employment). Each team member has an obligation to contact the HR Manager to inform them of a potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

## **5-12. job postings**

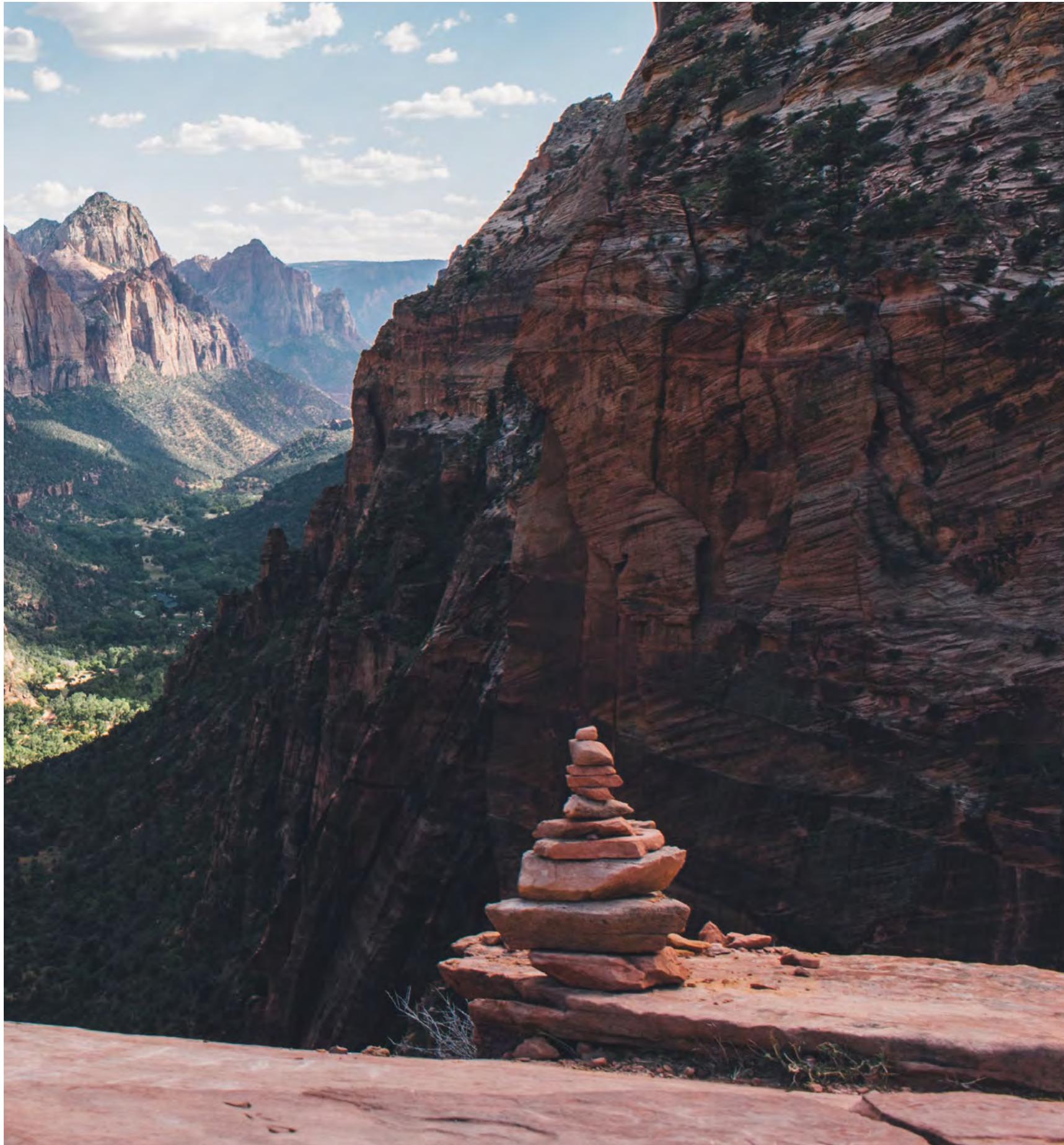
The Company is dedicated to assisting team members in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all team members. **To be eligible to apply for an open position, team members must meet several requirements:**

- Should be a current, regular, full-time or part-time team member
- Been in your current position for at least six months
- Should not be on a team member conduct/performance-related probation or warning
- Must meet the job qualifications listed on the job posting
- Required to provide your manager with notice prior to applying for the position

If you find a position of interest on the job posting website and meet the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The Company reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

**For more specific information about the program, please contact:**  
[hr@annmariegianni.com](mailto:hr@annmariegianni.com).





## SECTION 6 - GOVERNING PRINCIPLES OF EMPLOYMENT

### 6-1. equal employment opportunity

The Company is an Equal Opportunity Employer and does not discriminate on the basis of actual or perceived race, color, national origin, ancestry, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, and gender expression, religious creed, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics ), genetic information, age, marital status, sexual orientation, military and veteran status, denial of family and medical care leave , or any other characteristic protected by federal, state or local law. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, team member activities and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified team members with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let HR know.

The Company will endeavor to accommodate the sincere religious beliefs of its team members to the extent such accommodation does not pose an undue hardship on our Company's operations. If you wish to request such an accommodation, please speak to HR.

Any team members with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of HR. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge.

## **6-2. harassment, discrimination and retaliation prevention**

It is the Company's policy to prohibit intentional and unintentional harassment and discrimination of any individual by another person on the basis of any protected classification under applicable federal, state, or local law, including, but not limited to actual or perceived race, color, national origin, ancestry, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, and gender expression, religious creed, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), genetic information, age, marital status, sexual orientation, military and veteran status and denial of family and medical care leave.

Note that there is a wide range of what could be considered inappropriate behavior under this policy even though such behavior may not be considered illegal. For this reason, a violation of this policy may lead to disciplinary action whether or not it violates the law.

### **DISCRIMINATION DEFINED**

Discrimination under this policy means treating differently or denying/granting a benefit to an individual because of the individual's actual or perceived protected characteristic.

### **HARASSMENT DEFINED**

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, teasing, etc.), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, emails, etc.) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic. Such conduct violates this policy, even if it is not unlawful.

### **SEXUAL HARASSMENT DEFINED**

Sexual harassment can include any of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, and other verbal or physical conduct of a sexual nature.

### **Examples of conduct that violates this policy include:**

- Unwelcome sexual advances, flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
- Requests or demands for sexual favors in exchange for favorable treatment;
- Obscene or vulgar gestures or comments;
- Sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
- Propositions of a sexual nature;
- Suggestive or insulting comments of a sexual nature;
- Derogatory cartoons, posters and drawings;
- Sexually-explicit emails or voicemails;
- Uninvited touching of a sexual nature;
- Unwelcome sexually-related comments;
- Conversation about one's own or someone else's sex life;
- Conduct or comments consistently targeted at only one gender, even if the content is not sexual; and/or
- Teasing or other conduct directed toward a person because of the person's gender.

### **RETALIATION DEFINED**

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. **"Adverse conduct" includes but is not limited to:**

- Shunning or avoiding an individual who reports harassment, discrimination or retaliation;
- Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and
- Denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation, or because they participated in the reporting and investigation process described below.

All discrimination, harassment and retaliation are unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, volunteer, client, customer, vendor, or other third party.

## **OTHER HARASSMENT**

Harassment as defined in this policy is unwelcome verbal, visual, or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic.

## **REPORTING PROCEDURES**

The following steps have been put into place to ensure the work environment at the Company is respectful, professional, and free of discrimination, retaliation and harassment, including sexual harassment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your manager/supervisor or [hr@annmariegianni.com](mailto:hr@annmariegianni.com).

If you are unable for any reason to contact either of these individuals, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be in violation of this policy, please contact your second level supervisor.

Note: If your supervisor or next level manager is the person toward whom the complaint is directed you should contact any higher level manager in your reporting chain or [hr@annmariegianni.com](mailto:hr@annmariegianni.com).

Every supervisor who learns of any team member's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to their manager or [hr@annmariegianni.com](mailto:hr@annmariegianni.com).

## **INVESTIGATION PROCEDURES, CORRECTIVE ACTION, AND PROHIBITION AGAINST RETALIATION**

Upon receiving a complaint, the Company will conduct a prompt, fair and thorough investigation into any claim of a violation of this policy.

All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. The Company has a compelling interest in protecting the integrity of its investigations. The Company may decide in some

circumstances that in order to achieve these objectives, we must maintain the investigation and our role in it in strict confidence.

### **As part of the investigation, the Company generally will:**

- interview the complainant, the accused, and other necessary witnesses, and provide each with the opportunity to provide input
- document the Company's findings regarding the complaint
- document recommended follow-up actions and remedies, if warranted
- inform the complainant of the Company's findings

All team members must cooperate with all investigations conducted pursuant to this policy.

The Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information and credibility of witnesses gathered during its investigation. Upon completion of the investigation, the Company will take corrective measures against any person who has engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of title or position, whom the Company determines has engaged in conduct in violation of this policy, will be subject to disciplinary action, up to and including discharge.

In addition, no team member will be subject to, and the Company will not allow, any form of retaliation against individuals who, in good faith, report unwelcome conduct, pursue any such claim, or cooperate in any way in the investigations of such reports in accordance with this policy.

If a team member believes someone has violated this no-retaliation policy, the team member should bring the matter to the immediate attention of Rachel Pachivas or their supervisor. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy against retaliation will be subject to discipline, up to and including termination.

We cannot remedy claimed violations of this policy unless you bring these claims to the attention of management. Failure to report claims of harassment, discrimination and/or retaliation prevents us from taking steps to remedy the problem.

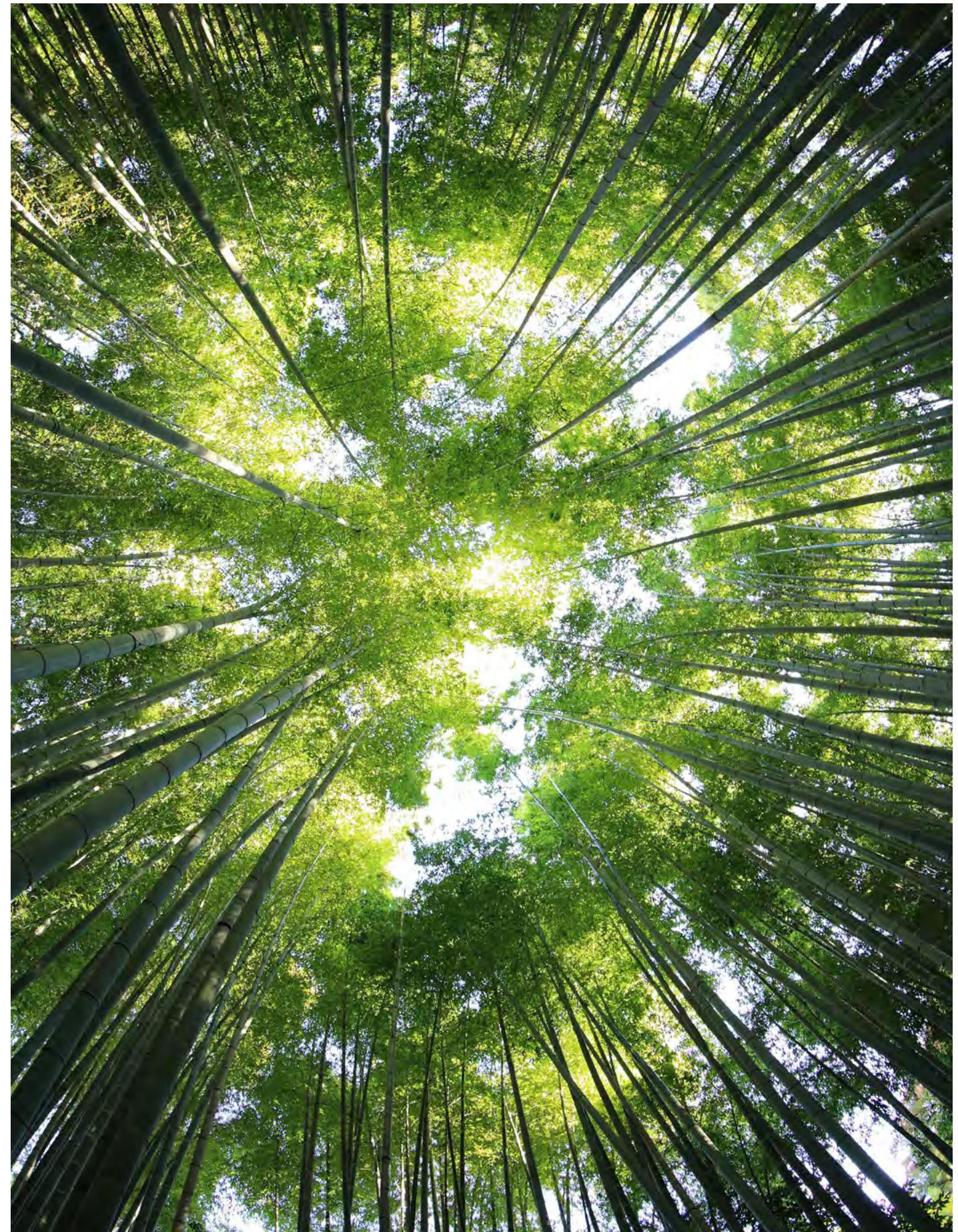
Team members who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

## 6-3. workplace violence

Annmarie Skin Care is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to team members and damage to Company and personal property.

We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally.



## PROHIBITED CONDUCT

Threats, threatening language or any other acts of aggression or violence made toward or by any Company team member will not be tolerated.

For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, team members and visitors are prohibited from carrying weapons onto Company premises.

## PROCEDURES FOR REPORTING A THREAT

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All team members must cooperate with all investigations. No team member will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by a team member or by anyone else.

## A FEW CLOSING WORDS

This Team Manual is intended to give you a broad summary of things you should know about Annmarie Skin Care. The information in this Team Manual is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this Team Manual, Annmarie Skin Care, in its sole discretion, may always amend, add to, delete from or modify the provisions of this Team Manual and/or change its interpretation of any provision set forth in this Team Manual. Please do not hesitate to speak to management if you have any questions about the Company or its personnel policies and practices.



## GENERAL TEAM MANUAL ACKNOWLEDGMENT

This Team Manual is an important document intended to help you become acquainted with Annmarie Skin Care. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Team Manual.

I have received and read a copy of Annmarie Skin Care's Team Manual. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" status except IN AN INDIVIDUAL CASE OR GENERALLY in a writing signed by the President of the Company.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Team Manual.

**Team member's Printed Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Team member's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The signed original copy of this acknowledgment should be given to management — it will be filed in your personnel file.

# HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION POLICY

It is the Company's policy to prohibit intentional and unintentional harassment and discrimination of any individual by another person on the basis of any protected classification under applicable federal, state, or local law, including, but not limited to actual or perceived race, color, national origin, ancestry, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, and gender expression, religious creed, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), genetic information, age, marital status, sexual orientation, military and veteran status and denial of family and medical care leave.

Note that there is a wide range of what could be considered inappropriate behavior under this policy even though such behavior may not be considered illegal. For this reason, a violation of this policy may lead to disciplinary action whether or not it violates the law.

## SEXUAL HARASSMENT

It is the Company's policy to prohibit harassment of any team member by any Supervisor, team member, customer or vendor on the basis of sex or gender. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include all of the actions described below under "other harassment", as well as other unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about a team member's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of their gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

All such conduct is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third party.

## OTHER HARASSMENT

Harassment as defined in this policy is unwelcome verbal, visual, or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic.

## REPORTING PROCEDURES

The following steps have been put into place to ensure the work environment at the Company is respectful, professional, and free of discrimination, retaliation and harassment, including sexual harassment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your manager/supervisor at (866) 729-9434 or Rachel Pachivas at (510) 447-1153. If you are unable for any reason to contact either of these individuals, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be in violation of this policy, please contact your second level supervisor.

**Note:** If your supervisor or next level manager is the person toward whom the complaint is directed you should contact any higher level manager in your reporting chain.

Every supervisor who learns of any team member's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to Rachel Pachivas or to his/her manager.

## INVESTIGATION PROCEDURES, CORRECTIVE ACTION, AND PROHIBITION AGAINST RETALIATION

Upon receiving a complaint, the Company will conduct a prompt, fair and thorough investigation into any claim of a violation of this policy.

All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. The Company has a compelling interest in protecting integrity of its investigations. The Company may decide in some circumstances that in order to achieve these objectives, we must maintain the investigation and our role in it in strict confidence. **As part of the investigation, the Company generally will:**

- interview the complainant, the accused, and other necessary witnesses, and provide each with the opportunity to provide input
- document the Company's findings regarding the complaint
- document recommended follow-up actions and remedies, if warranted
- inform the complainant of the Company's findings

All team members must cooperate with all investigations conducted pursuant to this policy.

The Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information and credibility of witnesses gathered during its investigation. Upon completion of the investigation, the Company will take corrective measures against any person who has engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of title or position, whom the Company determines has engaged in conduct in violation of this policy, will be subject to disciplinary action, up to and including discharge.

In addition, no team member will be subject to, and the Company will not allow, any form of retaliation against individuals who, in good faith, report unwelcome conduct, pursue any such claim, or cooperate in any way in the investigations of such reports in accordance with this policy.

If a team member believes someone has violated this no-retaliation policy, the team member should bring the matter to the immediate attention of Rachel Pachivas or his/her supervisor. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy against retaliation will be subject to discipline, up to and including termination.

We cannot remedy claimed violations of this policy unless you bring these claims to the attention of management. Failure to report claims of harassment, discrimination and/or retaliation prevents us from taking steps to remedy the problem.

Team members who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

I have read and I understand Annmarie Skin Care's Harassment, Discrimination and Retaliation Prevention Policy.

**Team member's Printed Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Team member's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The signed original copy of this receipt should be given to management—it will be filed in your personnel file.

## **for temp hires in the state of California**

### **PAID SICK LEAVE**

#### **Eligibility**

The Company provides paid sick leave to team members who are not eligible to receive PTO benefits.

#### **Accrual**

Team members are eligible to receive up to 40 hours of paid sick leave per year. Newly Hired Temp team members begin accruing paid sick leave at the start of employment. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked. Unused PSL rolls over to the next calendar year and team members can receive PSL up to a total maximum accrual of forty eight (48) hours.

**Please note:** If you are hired in Los Angeles, CA, San Francisco, CA, Berkeley, CA please see HR for more details.

#### **Usage**

Employees can use accrued paid sick leave beginning on the 90th day of employment. Paid sick leave can be used in minimum increments of two (2) hours.

Paid sick leave may be used for the following reasons:

- For the employee or a family member to receive preventative care (such as annual physicals or flu shots);
- For the employee's or a family member's illness, injury, or for medical care, treatment, or diagnosis; or
- For the employee, who is a victim of domestic violence, sexual assault, or stalking:
  - To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
  - To help ensure the health, safety, or welfare of the victim or the victim's child;
  - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
  - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
  - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or

- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- For purposes related to donating the employee's bone marrow or an organ to another person, or to care for or assist a family member donating bone marrow or an organ; or
- Any other reason required by applicable law.

For purposes of this policy, family member includes any of the following: parent, child (including a biological child, a registered domestic partner's child, and a child of a person standing *in loco parentis*), spouse or registered domestic partner, grandparent, grandchild, or sibling, and applies not only to biological relationships, but also applies to those resulting from adoption, step-relationships and foster care relationships. Employees who do not have a spouse or registered domestic partner may designate, in writing and in advance, one person for whom the employee may use paid sick leave when providing aid or care for the person consistent with policy as outlined above.

Employees without a spouse or registered domestic partner have up to ten (10) work days following the date on which their first paid hour of sick leave accrues to designate such person. Thereafter, employees will have the opportunity to make such designation or change an existing designation on an annual basis, commencing each January 1, and extending for a period of ten (10) work days. Human Resources will provide to each employee a form for this purpose.

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

Employees will be notified of their available paid sick leave on each itemized wage statement.

#### **Notice & Documentation**

Everyone gets sick and as you learned in your training: we do NOT want you working when you are sick. Notice may be given orally or in writing. If the need for Sick Time is foreseeable, employees must provide the Company with advance notice.

In cases of accidents or sudden illnesses when an employee is not able to provide such notice under the circumstances, notice should be provided as soon as possible. Employees must contact a manager on their cell phone as soon as possible so that the manager can find someone to cover your shift. Leaving a phone or text message without getting confirmation back from the manager is not okay.

To the maximum extent permitted by applicable law, an employee who is absent from work on paid sick leave for more than five (5) consecutive work days or forty (40) hours, whichever is greater, must present a certificate from their medical practitioner stating the leave was necessitated by an illness or

injury, releasing their return to work, and setting forth any restrictions or limitations on the ability to perform the job. Similarly, when an employee uses paid sick leave for more than five (5) consecutive work days or forty (40) hours, whichever is greater, to care for a family member must also present a certificate from that person's medical practitioner stating leave was necessitated by that person's illness.

#### **Payment**

Eligible employees will receive payment for paid sick leave in accordance with applicable law by the next regular payroll period after the leave was taken and in no event will the rate of pay be less than employee's regular rate of pay. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

#### **Carryover & Payout**

Accrued paid sick leave carries over from year to year, but is subject to the maximum accrual (accrual cap) of seventy-two (72) hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used.

Accrued but unused paid sick leave under this policy will not be paid at separation.

#### **Enforcement & Retaliation**

The Company prohibits discrimination and retaliation against employees who assert their rights to receive and use paid sick leave under this policy, file a complaint or allege a violation of their rights with respect to paid sick leave, cooperate in an investigation or prosecution, or oppose a policy of practice prohibited by applicable state or local law. If employees have any questions regarding this policy, they should contact Human Resources.

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